

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

In re:

REMBRANDT TECHNOLOGIES, LP
PATENT LITIGATION

MDL Docket No. 07-md-1848 (GMS)

NOTICE OF SERVICE

PLEASE TAKE NOTICE that true and correct copies of following Notices of

Depositions were served upon the attorneys of record on August 1, 2008 by e-mail:

- Adelphia Communications Corporation, Century-TCI California Communications, LP, Century-TCI Holdings, LLC, Comcast of Florida/Pennsylvania, L.P. (f/k/a Parnassos, LP), Comcast of Pennsylvania II, L.P. (f/k/a Century-TCI California, L.P.), Parnassos Communications, LP, Adelphia Consolidation, LLC, Parnassos Holdings, LLC, and Western NY Cablevision
- Ambit Microsystems, Inc.
- ARRIS Group, Inc.
- CSC Holdings, Inc. and Cablevision Systems Corporation
- Charter Communications, Inc. and Charter Communications Operating, LLC
- Cisco Systems, Inc.
- Comcast Corporation and Comcast Cable Communications, LLC
- Coxcom, Inc., Cox Communications, Inc., and Cox Enterprises, Inc.
- Motorola, Inc.
- NETGEAR, Inc.
- Scientific-Atlanta, Inc.
- Thomson, Inc.
- Time Warner Cable, Inc., Time Warner Cable LLC, Time Warner New York Cable LLC, Time Warner Entertainment Company, LP, and Time Warner Entertainment-Advance/Newhouse Partnership

Dated: August 1, 2008

/s/ Francis DiGiovanni.

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Francis DiGiovanni (#3189)

James D. Heisman (#2746)

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Attorneys for Rembrandt Technologies, LP, and
Rembrandt Technologies, LLC d/b/a Remstream

CERTIFICATE OF SERVICE

I, Francis DiGiovanni, hereby certify that on the 1st day of August, 2008, a true copy of the foregoing was hand delivered to the following persons and was electronically filed with the Clerk of the Court using CM/ECF which will send notification of such filing to the following and the document is available for viewing and downloading from CM/ECF:

BY E-MAIL

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EXHIBIT A

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

In re: REMBRANDT TECHNOLOGIES, LP
PATENT LITIGATION

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)
) **MDL Docket No. 07-md-1848 (GMS)**
)
) **JURY TRIAL DEMANDED**
)
)

**PLAINTIFF’S PARTIAL NOTICE OF VIDEOTAPED
ORAL DEPOSITION TO DEFENDANTS PURSUANT TO RULE 30(B)(6)**

PLEASE TAKE NOTICE that Plaintiff Rembrandt Technologies, LP (“Plaintiff” or “Rembrandt”) will take the deposition of Adelphia Communications Corporation, Century-TCI California Communications, LP, Century-TCI Holdings, LLC, Comcast of Florida/Pennsylvania, L.P. (f/k/a Parnassos, LP), Comcast of Pennsylvania II, L.P. (f/k/a Century-TCI California, L.P.), Parnassos Communications, LP, Adelphia Consolidation, LLC, Parnassos Holdings, LLC, and Western NY Cablevision (collectively, “you” or “Adelphia”) beginning at 9:00 a.m., in the offices of KELLOGG, HUBER, HANSEN, TODD, EVANS & FIGEL, P.L.L.C., 1615 M Street, N.W., Suite 400, Washington, D.C. 20036 on August 18, 2008, or at such time and place agreed to by counsel for the parties. The deposition will be taken pursuant to Rule 30(b)(6) of the Federal Rules of Civil Procedure and Rule 30 of the Court’s Local Rules before an officer and reporter authorized to administer oaths. The deposition will be videotaped and recorded by stenographic means.

As required by Rule 30(b)(6) of the Federal Rules of Civil Procedure, you shall designate one or more officers, directors, managing agents, employees, or other sufficiently knowledgeable persons who consents to testify on your behalf with respect to each of the matters set forth in Exhibit A attached hereto, and the person(s) so designated shall be required to testify as to each

of those matters known or reasonably available to you. Please provide notice of the identity of the witness(es) designated by you to counsel for Rembrandt no later than ten (10) business days prior to the date on which the deposition shall commence.

PLEASE TAKE FURTHER NOTICE that, pursuant to Rule 30(b)(2) and Rule 34 of the Federal Rules of Civil Procedure, you are required to produce the documents listed in Exhibit B at or before the noticed deposition herein. You are further required to produce prior to the deposition any and all information or material previously requested in discovery, but not yet produced.

Rembrandt reserves the right to amend or supplement this notice and these exhibits as more information becomes available to Rembrandt during the course of discovery.

Dated: August 1, 2008

Respectfully Submitted,

KELLOGG, HUBER, HANSEN, TODD, EVANS & FIGEL, P.L.L.C.

By: /s/ Rebecca A. Beynon

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Attorneys for Rembrandt

EXHIBIT A

DEFINITIONS

The following definitions apply to this Notice of Deposition and are deemed to be incorporated into each subject listed below:

1. The phrase “relating to” means discussing, describing, referring to, pertaining to, containing, analyzing, studying, reporting on, commenting on, evidencing, constituting, setting forth, considering, recommending, concerning, or pertaining to, in whole or in part.

2. The term “document” or “documents” is used in the broadest sense permitted by the Federal Rules of Civil Procedure and means the original (or any copy when originals are not available) and any drafts or non-identical copies thereof, whether different from the original because of interlineation, receipt stamp, notation of copy sent or received or otherwise, of any book, pamphlet, periodical, letter, report, note, memorandum, record, minutes, calendar or diary entry, transcript, study, compilation, patent, patent application, analysis, tabulation, map, diagram, drawing, plan, picture, summary, working paper, chart, paper, graph index, data sheet, data processing card, computer printout, summary of a computer printout, tape, contract, agreement, lease, ledger, journal, balance sheet, account, invoice, purchase order, receipt, billing record, financial data, financial statement, file, diary, film, trip tickets, telex, teletype or other messages, telegram, expense vouchers, instructions, bulletins or any other writing or recording of information, however produced, recorded, maintained or reproduced, including any electronic or mechanical recording of any oral material, within the possession, custody or control of defendant or any of its officers, directors, employees, attorneys, or other agents and/or representatives.

3. The term “including” shall mean including but not limited to.

4. The term “person” means natural person, corporation, firm, company, sole proprietorship, partnership, joint venture, association, institute, or other business, legal or governmental entity or association, including any directors, officers, employees, agents or representatives thereof.

5. The term “communication” (or any variant thereof) means any contact between or among two or more Persons and shall include, without limitation, written contact by means such as letters, memoranda, telegrams, telecopies, telexes, e-mail, or any other document; the transmittal of information by any means; any oral contact such as face-to-face meetings or telephone conversations; and any writings memorializing such oral contact.

6. “Thing” means any tangible object other than a Document including, without limitation, objects of every kind and nature, as well as prototypes, models, drafts, or specimens thereof.

7. As used herein, “the Defendant(s)” means the following entities and their subsidiaries, affiliates, divisions, successors or assignees, and their respective officers, directors, employees, and agents: Time Warner Cable, Inc., Time Warner Cable LLC, Time Warner New York Cable LLC, Time Warner Entertainment Company, LP, Time Warner Entertainment–Advance/Newhouse Partnership, Comcast Corporation, Comcast Cable Communications, LLC, Charter Communications, Inc., Charter Communications Operating, LLC, Coxcom, Inc., Cox Communications, Inc., Cox Enterprises, Inc., CSC Holdings, Inc., Cablevision Systems Corporation, Adelphia Communications Corporation, Century-TCI California, LP, Century-TCI California Communications, LP, Century-TCI Holdings, LLC, Parnassos, LP, Parnassos Communications, LP, Adelphia Consolidation, LLC, Parnassos Holdings, LLC, Western NY Cablevision, LP, Motorola, Inc., Cisco Systems, Inc., Scientific-Atlanta, Inc., ARRIS Group,

Inc., Thomson, Inc., Ambit Microsystems, Inc., and NETGEAR, Inc. In the case of Comcast Corporation, this definition includes, without limitation, Sedna.

8. As used herein, “Adelphia,” “you,” or “your” means Adelphia Communications Corporation, Century-TCI California Communications, LP, Century-TCI Holdings, LLC, Comcast of Florida/Pennsylvania, L.P. (f/k/a Parnassos, LP), Comcast of Pennsylvania II, L.P. (f/k/a Century-TCI California, L.P.), Parnassos Communications, LP, Adelphia Consolidation, LLC, Parnassos Holdings, LLC, Western NY Cablevision and their agents, subsidiaries, related entities, affiliated companies, predecessors, successors, assigns, officers, directors, partners, employees, representatives (in their individual or representative capacities), affiliates of any kind or nature, or any person or entity acting on their behalf.

9. As used herein, “Rembrandt” shall mean Rembrandt Technologies, LP including without limitation all of its corporate locations, and all predecessors, and affiliates, and all past or present directors, officers, agents, representatives, employees, consultants, and attorneys.

10. The terms “and” and “or” shall be construed disjunctively or conjunctively as necessary to bring within the scope of these requests all documents which might otherwise be construed to be outside their scope.

11. The term “all” shall mean any and all, and the term “any” shall mean any and all, unless the context clearly requires otherwise.

12. References to the singular shall include the plural, and references to the plural shall include the singular as may be appropriate or construe the individual topics for examination in the broadest form.

13. The masculine form of a noun or pronoun shall be considered to include within its meaning the feminine form of the noun or pronoun, and vice versa as may be appropriate to make the individual topics for examination inclusive rather than exclusive.

14. Any reference to any individual person, either singularly or as a part of a defined group, includes that individual person's employees, agents, successors, assignees, heirs, and representatives.

15. The term "Patents-in-Suit" shall mean United States patents numbers: 6,131,159; 5,710,761; 5,778,234; 6,950,444; 5,008,903; 4,937,819; 5,719,858; and 5,852,631.

16. As used herein, the term "CableLabs" shall mean Cable Television Laboratories, Inc. and its agents, subsidiaries, related entities, affiliated companies, predecessors, successors, assigns, officers, directors, partners, employees, representatives (in their individual or representative capacities), affiliates of any kind or nature, or any person or entity acting on their behalf.

17. The term "cable industry" shall mean entities, including but not limited to the MSO Defendants, that provide "cable services" within the meaning of 47 U.S.C. § 522(6) or that provide to such entities information, products, or services related to the provision of cable services within the meaning of 47 U.S.C. § 522(6).

18. The term "Accused Products and Services" shall include all of Defendants' services or products that involve in any way a cable modem or the use of a cable modem, including but not limited to providing high speed cable internet services and VoIP services.

19. The term "DOCSIS" shall refer to the commonly known industry specifications referred to as DOCSIS 1.0, DOCSIS 1.1, DOCSIS 2.0, and DOCSIS 3.0.

20. “DOCSIS-Compliant Devices” include cable modems or cable modem termination systems that comply with any of the DOCSIS 1.0, 1.1, 2.0, or 3.0 specifications, manufactured, sold, leased, offered for sale or used by the Defendants.

21. As used herein, “Rembrandt multi-district litigation” means the litigation styled *In re Rembrandt Technologies, LP Patent Litig.*, MDL Docket No. 07-md-1848 (D. Del.), and the cases of which the multi-district litigation is comprised, including: *Rembrandt Technologies, LP v. Cablevision Systems Corp. et al.*, Civil Action No. 1:06-635 (D. Del.); *Coxcom, Inc. v. Rembrandt Technologies, LP*, C.A. No. 1:06-721 (D. Del.); *Rembrandt Technologies, LP v. CBS Corp.*, C.A. No. 1:06-727 (D. Del.); *Rembrandt Technologies, LP v. NBC Universal, Inc.*, C.A. No. 1:06-730 (D. Del.); *Rembrandt Technologies, LP v. ABC, Inc.*, C.A. No. 1:06-730 (D. Del.); *Rembrandt Technologies, LP v. Fox Entertainment Group, Inc., et al.*, C.A. No. 1:06-731 (D. Del.); *Rembrandt Technologies, LP v. Adelphia Communications Corp., et al.*, Bky. Advy. No. 1:06-1739 (Bankr. SDNY); *Rembrandt Technologies, LP v. Adelphia Communications Corp.*, C.A. No. 1:07-214 (SDNY); *Rembrandt Technologies, LP v. Comcast Corp., et al.*, C.A. No. 2:05-443 (E.D. Tex.); *Rembrandt Technologies, LP v. Sharp Corp., et al.*, C.A. No. 2:06-47 (E.D. Tex.); *Rembrandt Technologies, LP v. Charter Communications, Inc. et al.*, C.A. No. 2:06-223 (E.D. Tex.); *Rembrandt Technologies, LP v. Time Warner Cable, Inc.*, C.A. No. 2:06-224 (E.D. Tex.); *Rembrandt Technologies, LP v. Time Warner Cable, Inc.*, C.A. No. 2:06-369 (E.D. Tex.); *Rembrandt Technologies, LP v. Comcast Corp., et al.*, C.A. No. 2:06-506 (E.D. Tex.); *Rembrandt Technologies, LP v. Charter Communications, Inc., et al.*, C.A. No. 2:06-507 (E.D. Tex.).

22. “Related Action” means each case of which the multi-district litigation is comprised (see ¶ 15 above), as well as *Rembrandt Technologies, LP v. Harris Corp.*, C.A. No.

07C-09-059-JRS (Del. Super. Ct.) and *Motorola, Inc., et al. v. Rembrandt Technologies, LP*,
C.A. No. 07-752 (D. Del.).

TOPICS FOR EXAMINATION

1. When and how Adelphia first became aware of each of the Patents-in-Suit.
2. Who within Adelphia first became aware of each of the Patents-in-Suit.
3. What investigation, if any, Adelphia conducted after becoming aware of any of the Patents-in-Suit to determine whether said patent(s) was valid, infringed, enforceable, or licensed.
4. Any analysis, opinion, or inquiry regarding potential infringement of the claims in each of the Patents-in-Suit, including, but not limited to any pre-litigation and post-commencement-of-litigation investigations performed by or on behalf of you, your partners, your licensors, your customers, your resellers, and/or your affiliates, related to the potential infringement by any products or systems made, used, offered for sale, and/or sold by you, your partners, your licensors, your customers, you resellers, and/or your affiliates.
5. Efforts by Adelphia to design any products around the Patents-in-Suit.
6. Adelphia's policies and/or customs, whether in writing or oral, on investigating or refraining from investigating whether Adelphia's products and/or services, whether existing or newly introduced, infringe patents owned by third parties.
7. Adelphia's communications, whether internal or external, regarding whether to investigate if the Accused Products and Services infringed any patents owned by a third party.
8. Adelphia's communications, whether internal or external, regarding each of the Patents-in-Suit after Adelphia became aware of them.

9. Adelpia's investigations into whether Adelpia's products and/or services, whether existing or newly introduced, infringe patents owned by third parties.

10. The role of Sedna Services LLC in investigating whether Adelpia's products and/or services, whether existing or newly introduced, infringe patents owned by third parties.

11. Adelpia's understanding of the custom or practice in its industry to investigate whether products and/or services, whether existing or newly introduced, infringe patents owned by third parties.

EXHIBIT B

1. All documents and things considered, reviewed, or prepared by Adelpia in the course of preparing for the 30(b)(6) deposition on the subjects listed above in Exhibit A.

CERTIFICATE OF SERVICE

I, Rebecca A. Beynon, hereby certify that on the first day of August, 2008, a true copy of the foregoing **Notice of Videotaped Oral Deposition to Adelphia Pursuant to Rule 30(b)(6)** to be served upon the following in the manner indicated:

BY E-MAIL

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By: /s/ Rebecca A. Beynon
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EXHIBIT B

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

In re: REMBRANDT TECHNOLOGIES, LP
PATENT LITIGATION

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) **MDL Docket No. 07-md-1848 (GMS)**
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**PLAINTIFF’S PARTIAL NOTICE OF VIDEOTAPED
ORAL DEPOSITION TO DEFENDANTS PURSUANT TO RULE 30(B)(6)**

PLEASE TAKE NOTICE that Plaintiff Rembrandt Technologies, LP (“Plaintiff” or “Rembrandt”) will take the deposition of Ambit Microsystems, Inc. (“you” or “Ambit”) beginning at 9:00 a.m., in the offices of KELLOGG, HUBER, HANSEN, TODD, EVANS & FIGEL, P.L.L.C., 1615 M Street, N.W., Suite 400, Washington, D.C. 20036 on August 18, 2008, or at such time and place agreed to by counsel for the parties. The deposition will be taken pursuant to Rule 30(b)(6) of the Federal Rules of Civil Procedure and Rule 30 of the Court’s Local Rules before an officer and reporter authorized to administer oaths. The deposition will be videotaped and recorded by stenographic means.

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Rembrandt reserves the right to amend or supplement this notice and these exhibits as more information becomes available to Rembrandt during the course of discovery.

Dated: August 1, 2008

Respectfully Submitted,

KELLOGG, HUBER, HANSEN, TODD, EVANS & FIGEL, P.L.L.C.

By: /s/ Rebecca A. Beynon

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Attorneys for Rembrandt

EXHIBIT A

DEFINITIONS

The following definitions apply to this Notice of Deposition and are deemed to be incorporated into each subject listed below:

1. The phrase “relating to” means discussing, describing, referring to, pertaining to, containing, analyzing, studying, reporting on, commenting on, evidencing, constituting, setting forth, considering, recommending, concerning, or pertaining to, in whole or in part.

2. The term “document” or “documents” is used in the broadest sense permitted by the Federal Rules of Civil Procedure and means the original (or any copy when originals are not available) and any drafts or non-identical copies thereof, whether different from the original because of interlineation, receipt stamp, notation of copy sent or received or otherwise, of any book, pamphlet, periodical, letter, report, note, memorandum, record, minutes, calendar or diary entry, transcript, study, compilation, patent, patent application, analysis, tabulation, map, diagram, drawing, plan, picture, summary, working paper, chart, paper, graph index, data sheet, data processing card, computer printout, summary of a computer printout, tape, contract, agreement, lease, ledger, journal, balance sheet, account, invoice, purchase order, receipt, billing record, financial data, financial statement, file, diary, film, trip tickets, telex, teletype or other messages, telegram, expense vouchers, instructions, bulletins or any other writing or recording of information, however produced, recorded, maintained or reproduced, including any electronic or mechanical recording of any oral material, within the possession, custody or control of defendant or any of its officers, directors, employees, attorneys, or other agents and/or representatives.

3. The term “including” shall mean including but not limited to.

4. The term “person” means natural person, corporation, firm, company, sole proprietorship, partnership, joint venture, association, institute, or other business, legal or governmental entity or association, including any directors, officers, employees, agents or representatives thereof.

5. The term “communication” (or any variant thereof) means any contact between or among two or more Persons and shall include, without limitation, written contact by means such as letters, memoranda, telegrams, telecopies, telexes, e-mail, or any other document; the transmittal of information by any means; any oral contact such as face-to-face meetings or telephone conversations; and any writings memorializing such oral contact.

6. “Thing” means any tangible object other than a Document including, without limitation, objects of every kind and nature, as well as prototypes, models, drafts, or specimens thereof.

7. As used herein, “the Defendant(s)” means the following entities and their subsidiaries, affiliates, divisions, successors or assignees, and their respective officers, directors, employees, and agents: Time Warner Cable, Inc., Time Warner Cable LLC, Time Warner New York Cable LLC, Time Warner Entertainment Company, LP, Time Warner Entertainment–Advance/Newhouse Partnership, Comcast Corporation, Comcast Cable Communications, LLC, Charter Communications, Inc., Charter Communications Operating, LLC, Coxcom, Inc., Cox Communications, Inc., Cox Enterprises, Inc., CSC Holdings, Inc., Cablevision Systems Corporation, Adelphia Communications Corporation, Century-TCI California, LP, Century-TCI California Communications, LP, Century-TCI Holdings, LLC, Parnassos, LP, Parnassos Communications, LP, Adelphia Consolidation, LLC, Parnassos Holdings, LLC, Western NY Cablevision, LP, Motorola, Inc., Cisco Systems, Inc., Scientific-Atlanta, Inc., ARRIS Group,

Inc., Thomson, Inc., Ambit Microsystems, Inc., and NETGEAR, Inc. In the case of Comcast Corporation, this definition includes, without limitation, Sedna.

8. As used herein, “Ambit,” “you,” or “your” means Ambit Microsystems, Inc. and its agents, subsidiaries, related entities, affiliated companies, predecessors, successors, assigns, officers, directors, partners, employees, representatives (in their individual or representative capacities), affiliates of any kind or nature, or any person or entity acting on their behalf.

9. As used herein, “Rembrandt” shall mean Rembrandt Technologies, LP including without limitation all of its corporate locations, and all predecessors, and affiliates, and all past or present directors, officers, agents, representatives, employees, consultants, and attorneys.

10. The terms “and” and “or” shall be construed disjunctively or conjunctively as necessary to bring within the scope of these requests all documents which might otherwise be construed to be outside their scope.

11. The term “all” shall mean any and all, and the term “any” shall mean any and all, unless the context clearly requires otherwise.

12. References to the singular shall include the plural, and references to the plural shall include the singular as may be appropriate or construe the individual topics for examination in the broadest form.

13. The masculine form of a noun or pronoun shall be considered to include within its meaning the feminine form of the noun or pronoun, and vice versa as may be appropriate to make the individual topics for examination inclusive rather than exclusive.

14. Any reference to any individual person, either singularly or as a part of a defined group, includes that individual person’s employees, agents, successors, assignees, heirs, and representatives.

15. The term “Patents-in-Suit” shall mean United States patents numbers: 6,131,159; 5,710,761; 5,778,234; 6,950,444; 5,008,903; 4,937,819; 5,719,858; and 5,852,631.

16. As used herein, the term “CableLabs” shall mean Cable Television Laboratories, Inc. and its agents, subsidiaries, related entities, affiliated companies, predecessors, successors, assigns, officers, directors, partners, employees, representatives (in their individual or representative capacities), affiliates of any kind or nature, or any person or entity acting on their behalf.

17. The term “cable industry” shall mean entities, including but not limited to the MSO Defendants, that provide “cable services” within the meaning of 47 U.S.C. § 522(6) or that provide to such entities information, products, or services related to the provision of cable services within the meaning of 47 U.S.C. § 522(6).

18. The term “Accused Products and Services” shall include all of Defendants’ services or products that involve in any way a cable modem or the use of a cable modem, including but not limited to providing high speed cable internet services and VoIP services.

19. The term “DOCSIS” shall refer to the commonly known industry specifications referred to as DOCSIS 1.0, DOCSIS 1.1, DOCSIS 2.0, and DOCSIS 3.0.

20. “DOCSIS-Compliant Devices” include cable modems or cable modem termination systems that comply with any of the DOCSIS 1.0, 1.1, 2.0, or 3.0 specifications, manufactured, sold, leased, offered for sale or used by the Defendants.

21. As used herein, “Rembrandt multi-district litigation” means the litigation styled *In re Rembrandt Technologies, LP Patent Litig.*, MDL Docket No. 07-md-1848 (D. Del.), and the cases of which the multi-district litigation is comprised, including: *Rembrandt Technologies, LP v. Cablevision Systems Corp. et al.*, Civil Action No. 1:06-635 (D. Del.); *Coxcom, Inc. v.*

Rembrandt Technologies, LP, C.A. No. 1:06-721 (D. Del.); *Rembrandt Technologies, LP v. CBS Corp.*, C.A. No. 1:06-727 (D. Del.); *Rembrandt Technologies, LP v. NBC Universal, Inc.*, C.A. No. 1:06-730 (D. Del.); *Rembrandt Technologies, LP v. ABC, Inc.*, C.A. No. 1:06-730 (D. Del.); *Rembrandt Technologies, LP v. Fox Entertainment Group, Inc., et al.*, C.A. No. 1:06-731 (D. Del.); *Rembrandt Technologies, LP v. Adelphia Communications Corp., et al.*, Bky. Advy. No. 1:06-1739 (Bankr. SDNY); *Rembrandt Technologies, LP v. Adelphia Communications Corp.*, C.A. No. 1:07-214 (SDNY); *Rembrandt Technologies, LP v. Comcast Corp., et al.*, C.A. No. 2:05-443 (E.D. Tex.); *Rembrandt Technologies, LP v. Sharp Corp., et al.*, C.A. No. 2:06-47 (E.D. Tex.); *Rembrandt Technologies, LP v. Charter Communications, Inc. et al.*, C.A. No. 2:06-223 (E.D. Tex.); *Rembrandt Technologies, LP v. Time Warner Cable, Inc.*, C.A. No. 2:06-224 (E.D. Tex.); *Rembrandt Technologies, LP v. Time Warner Cable, Inc.*, C.A. No. 2:06-369 (E.D. Tex.); *Rembrandt Technologies, LP v. Comcast Corp., et al.*, C.A. No. 2:06-506 (E.D. Tex.); *Rembrandt Technologies, LP v. Charter Communications, Inc., et al.*, C.A. No. 2:06-507 (E.D. Tex.).

22. “Related Action” means each case of which the multi-district litigation is comprised (see ¶ 15 above), as well as *Rembrandt Technologies, LP v. Harris Corp.*, C.A. No. 07C-09-059-JRS (Del. Super. Ct.) and *Motorola, Inc., et al. v. Rembrandt Technologies, LP*, C.A. No. 07-752 (D. Del.).

TOPICS FOR EXAMINATION

1. When and how Ambit first became aware of each of the Patents-in-Suit.
2. Who within Ambit first became aware of each of the Patents-in-Suit.

3. What investigation, if any, Ambit conducted after becoming aware of any of the Patents-in-Suit to determine whether said patent(s) was valid, infringed, enforceable, or licensed.

4. Any analysis, opinion, or inquiry regarding potential infringement of the claims in each of the Patents-in-Suit, including, but not limited to any pre-litigation and post-commencement-of-litigation investigations performed by or on behalf of you, your partners, your licensors, your customers, your resellers, and/or your affiliates, related to the potential infringement by any products or systems made, used, offered for sale, and/or sold by you, your partners, your licensors, your customers, you resellers, and/or your affiliates.

5. Efforts by Ambit to design any products around the Patents-in-Suit.

6. Ambit's policies and/or customs, whether in writing or oral, on investigating or refraining from investigating whether Ambit's products and/or services, whether existing or newly introduced, infringe patents owned by third parties.

7. Ambit's communications, whether internal or external, regarding whether to investigate if the Accused Products and Services infringed any patents owned by a third party.

8. Ambit's communications, whether internal or external, regarding each of the Patents-in-Suit after Ambit became aware of them.

9. Ambit's investigations into whether Ambit's products and/or services, whether existing or newly introduced, infringe patents owned by third parties.

10. The role of Sedna Services LLC in investigating whether Ambit's products and/or services, whether existing or newly introduced, infringe patents owned by third parties.

11. Ambit's understanding of the custom or practice in its industry to investigate whether products and/or services, whether existing or newly introduced, infringe patents owned by third parties.

EXHIBIT B

1. All documents and things considered, reviewed, or prepared by Ambit in the course of preparing for the 30(b)(6) deposition on the subjects listed above in Exhibit A.

CERTIFICATE OF SERVICE

I, Rebecca A. Beynon, hereby certify that on the first day of August, 2008, a true copy of the foregoing **Notice of Videotaped Oral Deposition to Ambit Pursuant to Rule 30(b)(6)** to be served upon the following in the manner indicated:

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By: /s/ Rebecca A. Beynon
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EXHIBIT C

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

In re: REMBRANDT TECHNOLOGIES, LP
PATENT LITIGATION

)
)
) **MDL Docket No. 07-md-1848 (GMS)**
)
) **JURY TRIAL DEMANDED**
)
)

**PLAINTIFF'S PARTIAL NOTICE OF VIDEOTAPED
ORAL DEPOSITION TO DEFENDANTS PURSUANT TO RULE 30(B)(6)**

PLEASE TAKE NOTICE that Plaintiff Rembrandt Technologies, LP ("Plaintiff" or "Rembrandt") will take the deposition of ARRIS Group, Inc. ("you" or "ARRIS Group") beginning at 9:00 a.m., in the offices of KELLOGG, HUBER, HANSEN, TODD, EVANS & FIGEL, P.L.L.C., 1615 M Street, N.W., Suite 400, Washington, D.C. 20036 on August 18, 2008, or at such time and place agreed to by counsel for the parties. The deposition will be taken pursuant to Rule 30(b)(6) of the Federal Rules of Civil Procedure and Rule 30 of the Court's Local Rules before an officer and reporter authorized to administer oaths. The deposition will be videotaped and recorded by stenographic means.

As required by Rule 30(b)(6) of the Federal Rules of Civil Procedure, you shall designate one or more officers, directors, managing agents, employees, or other sufficiently knowledgeable persons who consents to testify on your behalf with respect to each of the matters set forth in Exhibit A attached hereto, and the person(s) so designated shall be required to testify as to each of those matters known or reasonably available to you. Please provide notice of the identity of the witness(es) designated by you to counsel for Rembrandt no later than ten (10) business days prior to the date on which the deposition shall commence.

PLEASE TAKE FURTHER NOTICE that, pursuant to Rule 30(b)(2) and Rule 34 of the Federal Rules of Civil Procedure, you are required to produce the documents listed in Exhibit B at or before the noticed deposition herein. You are further required to produce prior to the deposition any and all information or material previously requested in discovery, but not yet produced.

Rembrandt reserves the right to amend or supplement this notice and these exhibits as more information becomes available to Rembrandt during the course of discovery.

Dated: August 1, 2008

Respectfully Submitted,

KELLOGG, HUBER, HANSEN, TODD, EVANS & FIGEL, P.L.L.C.

By: /s/ Rebecca A. Beynon

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Attorneys for Rembrandt

EXHIBIT A

DEFINITIONS

The following definitions apply to this Notice of Deposition and are deemed to be incorporated into each subject listed below:

1. The phrase “relating to” means discussing, describing, referring to, pertaining to, containing, analyzing, studying, reporting on, commenting on, evidencing, constituting, setting forth, considering, recommending, concerning, or pertaining to, in whole or in part.

2. The term “document” or “documents” is used in the broadest sense permitted by the Federal Rules of Civil Procedure and means the original (or any copy when originals are not available) and any drafts or non-identical copies thereof, whether different from the original because of interlineation, receipt stamp, notation of copy sent or received or otherwise, of any book, pamphlet, periodical, letter, report, note, memorandum, record, minutes, calendar or diary entry, transcript, study, compilation, patent, patent application, analysis, tabulation, map, diagram, drawing, plan, picture, summary, working paper, chart, paper, graph index, data sheet, data processing card, computer printout, summary of a computer printout, tape, contract, agreement, lease, ledger, journal, balance sheet, account, invoice, purchase order, receipt, billing record, financial data, financial statement, file, diary, film, trip tickets, telex, teletype or other messages, telegram, expense vouchers, instructions, bulletins or any other writing or recording of information, however produced, recorded, maintained or reproduced, including any electronic or mechanical recording of any oral material, within the possession, custody or control of defendant or any of its officers, directors, employees, attorneys, or other agents and/or representatives.

3. The term “including” shall mean including but not limited to.

4. The term “person” means natural person, corporation, firm, company, sole proprietorship, partnership, joint venture, association, institute, or other business, legal or governmental entity or association, including any directors, officers, employees, agents or representatives thereof.

5. The term “communication” (or any variant thereof) means any contact between or among two or more Persons and shall include, without limitation, written contact by means such as letters, memoranda, telegrams, telecopies, telexes, e-mail, or any other document; the transmittal of information by any means; any oral contact such as face-to-face meetings or telephone conversations; and any writings memorializing such oral contact.

6. “Thing” means any tangible object other than a Document including, without limitation, objects of every kind and nature, as well as prototypes, models, drafts, or specimens thereof.

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Inc., Thomson, Inc., Ambit Microsystems, Inc., and NETGEAR, Inc. In the case of Comcast Corporation, this definition includes, without limitation, Sedna.

8. As used herein, “ARRIS Group,” “you,” or “your” means ARRIS Group, Inc. and its agents, subsidiaries, related entities, affiliated companies, predecessors, successors, assigns, officers, directors, partners, employees, representatives (in their individual or representative capacities), affiliates of any kind or nature, or any person or entity acting on their behalf.

9. As used herein, “Rembrandt” shall mean Rembrandt Technologies, LP including without limitation all of its corporate locations, and all predecessors, and affiliates, and all past or present directors, officers, agents, representatives, employees, consultants, and attorneys.

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11. The term “all” shall mean any and all, and the term “any” shall mean any and all, unless the context clearly requires otherwise.

12. References to the singular shall include the plural, and references to the plural shall include the singular as may be appropriate or construe the individual topics for examination in the broadest form.

13. The masculine form of a noun or pronoun shall be considered to include within its meaning the feminine form of the noun or pronoun, and vice versa as may be appropriate to make the individual topics for examination inclusive rather than exclusive.

14. Any reference to any individual person, either singularly or as a part of a defined group, includes that individual person’s employees, agents, successors, assignees, heirs, and representatives.

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20. “DOCSIS-Compliant Devices” include cable modems or cable modem termination systems that comply with any of the DOCSIS 1.0, 1.1, 2.0, or 3.0 specifications, manufactured, sold, leased, offered for sale or used by the Defendants.

21. As used herein, “Rembrandt multi-district litigation” means the litigation styled *In re Rembrandt Technologies, LP Patent Litig.*, MDL Docket No. 07-md-1848 (D. Del.), and the cases of which the multi-district litigation is comprised, including: *Rembrandt Technologies, LP v. Cablevision Systems Corp. et al.*, Civil Action No. 1:06-635 (D. Del.); *Coxcom, Inc. v.*

Rembrandt Technologies, LP, C.A. No. 1:06-721 (D. Del.); *Rembrandt Technologies, LP v. CBS Corp.*, C.A. No. 1:06-727 (D. Del.); *Rembrandt Technologies, LP v. NBC Universal, Inc.*, C.A. No. 1:06-730 (D. Del.); *Rembrandt Technologies, LP v. ABC, Inc.*, C.A. No. 1:06-730 (D. Del.); *Rembrandt Technologies, LP v. Fox Entertainment Group, Inc., et al.*, C.A. No. 1:06-731 (D. Del.); *Rembrandt Technologies, LP v. Adelphia Communications Corp., et al.*, Bky. Advy. No. 1:06-1739 (Bankr. SDNY); *Rembrandt Technologies, LP v. Adelphia Communications Corp.*, C.A. No. 1:07-214 (SDNY); *Rembrandt Technologies, LP v. Comcast Corp., et al.*, C.A. No. 2:05-443 (E.D. Tex.); *Rembrandt Technologies, LP v. Sharp Corp., et al.*, C.A. No. 2:06-47 (E.D. Tex.); *Rembrandt Technologies, LP v. Charter Communications, Inc. et al.*, C.A. No. 2:06-223 (E.D. Tex.); *Rembrandt Technologies, LP v. Time Warner Cable, Inc.*, C.A. No. 2:06-224 (E.D. Tex.); *Rembrandt Technologies, LP v. Time Warner Cable, Inc.*, C.A. No. 2:06-369 (E.D. Tex.); *Rembrandt Technologies, LP v. Comcast Corp., et al.*, C.A. No. 2:06-506 (E.D. Tex.); *Rembrandt Technologies, LP v. Charter Communications, Inc., et al.*, C.A. No. 2:06-507 (E.D. Tex.).

22. “Related Action” means each case of which the multi-district litigation is comprised (see ¶ 15 above), as well as *Rembrandt Technologies, LP v. Harris Corp.*, C.A. No. 07C-09-059-JRS (Del. Super. Ct.) and *Motorola, Inc., et al. v. Rembrandt Technologies, LP*, C.A. No. 07-752 (D. Del.).

TOPICS FOR EXAMINATION

1. When and how ARRIS Group first became aware of each of the Patents-in-Suit.
2. Who within ARRIS Group first became aware of each of the Patents-in-Suit.

3. What investigation, if any, ARRIS Group conducted after becoming aware of any of the Patents-in-Suit to determine whether said patent(s) was valid, infringed, enforceable, or licensed.

4. Any analysis, opinion, or inquiry regarding potential infringement of the claims in each of the Patents-in-Suit, including, but not limited to any pre-litigation and post-commencement-of-litigation investigations performed by or on behalf of you, your partners, your licensors, your customers, your resellers, and/or your affiliates, related to the potential infringement by any products or systems made, used, offered for sale, and/or sold by you, your partners, your licensors, your customers, you resellers, and/or your affiliates.

5. Efforts by ARRIS Group to design any products around the Patents-in-Suit.

6. ARRIS Group's policies and/or customs, whether in writing or oral, on investigating or refraining from investigating whether ARRIS Group's products and/or services, whether existing or newly introduced, infringe patents owned by third parties.

7. ARRIS Group's communications, whether internal or external, regarding whether to investigate if the Accused Products and Services infringed any patents owned by a third party.

8. ARRIS Group's communications, whether internal or external, regarding each of the Patents-in-Suit after ARRIS Group became aware of them.

9. ARRIS Group's investigations into whether ARRIS Group's products and/or services, whether existing or newly introduced, infringe patents owned by third parties.

10. The role of Sedna Services LLC in investigating whether ARRIS Group's products and/or services, whether existing or newly introduced, infringe patents owned by third parties.

11. ARRIS Group's understanding of the custom or practice in its industry to investigate whether products and/or services, whether existing or newly introduced, infringe patents owned by third parties.

EXHIBIT B

1. All documents and things considered, reviewed, or prepared by ARRIS Group in the course of preparing for the 30(b)(6) deposition on the subjects listed above in Exhibit A.

CERTIFICATE OF SERVICE

I, Rebecca A. Beynon, hereby certify that on the first day of August, 2008, a true copy of the foregoing **Notice of Videotaped Oral Deposition to ARRIS Group Pursuant to Rule 30(b)(6)** to be served upon the following in the manner indicated:

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EXHIBIT D

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

In re: REMBRANDT TECHNOLOGIES, LP
PATENT LITIGATION

)
)
) **MDL Docket No. 07-md-1848 (GMS)**
)
) **JURY TRIAL DEMANDED**
)
)

**PLAINTIFF’S PARTIAL NOTICE OF VIDEOTAPED
ORAL DEPOSITION TO DEFENDANTS PURSUANT TO RULE 30(B)(6)**

PLEASE TAKE NOTICE that Plaintiff Rembrandt Technologies, LP (“Plaintiff” or “Rembrandt”) will take the deposition of CSC Holdings, Inc. and Cablevision Systems Corporation (collectively, “you” or “Cablevision”) beginning at 9:00 a.m., in the offices of KELLOGG, HUBER, HANSEN, TODD, EVANS & FIGEL, P.L.L.C., 1615 M Street, N.W., Suite 400, Washington, D.C. 20036 on August 18, 2008, or at such time and place agreed to by counsel for the parties. The deposition will be taken pursuant to Rule 30(b)(6) of the Federal Rules of Civil Procedure and Rule 30 of the Court’s Local Rules before an officer and reporter authorized to administer oaths. The deposition will be videotaped and recorded by stenographic means.

As required by Rule 30(b)(6) of the Federal Rules of Civil Procedure, you shall designate one or more officers, directors, managing agents, employees, or other sufficiently knowledgeable persons who consents to testify on your behalf with respect to each of the matters set forth in Exhibit A attached hereto, and the person(s) so designated shall be required to testify as to each of those matters known or reasonably available to you. Please provide notice of the identity of the witness(es) designated by you to counsel for Rembrandt no later than ten (10) business days prior to the date on which the deposition shall commence.

PLEASE TAKE FURTHER NOTICE that, pursuant to Rule 30(b)(2) and Rule 34 of the Federal Rules of Civil Procedure, you are required to produce the documents listed in Exhibit B at or before the noticed deposition herein. You are further required to produce prior to the deposition any and all information or material previously requested in discovery, but not yet produced.

Rembrandt reserves the right to amend or supplement this notice and these exhibits as more information becomes available to Rembrandt during the course of discovery.

Dated: August 1, 2008

Respectfully Submitted,

KELLOGG, HUBER, HANSEN, TODD, EVANS & FIGEL, P.L.L.C.

By: /s/ Rebecca A. Beynon

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Attorneys for Rembrandt

EXHIBIT A

DEFINITIONS

The following definitions apply to this Notice of Deposition and are deemed to be incorporated into each subject listed below:

1. The phrase “relating to” means discussing, describing, referring to, pertaining to, containing, analyzing, studying, reporting on, commenting on, evidencing, constituting, setting forth, considering, recommending, concerning, or pertaining to, in whole or in part.

2. The term “document” or “documents” is used in the broadest sense permitted by the Federal Rules of Civil Procedure and means the original (or any copy when originals are not available) and any drafts or non-identical copies thereof, whether different from the original because of interlineation, receipt stamp, notation of copy sent or received or otherwise, of any book, pamphlet, periodical, letter, report, note, memorandum, record, minutes, calendar or diary entry, transcript, study, compilation, patent, patent application, analysis, tabulation, map, diagram, drawing, plan, picture, summary, working paper, chart, paper, graph index, data sheet, data processing card, computer printout, summary of a computer printout, tape, contract, agreement, lease, ledger, journal, balance sheet, account, invoice, purchase order, receipt, billing record, financial data, financial statement, file, diary, film, trip tickets, telex, teletype or other messages, telegram, expense vouchers, instructions, bulletins or any other writing or recording of information, however produced, recorded, maintained or reproduced, including any electronic or mechanical recording of any oral material, within the possession, custody or control of defendant or any of its officers, directors, employees, attorneys, or other agents and/or representatives.

3. The term “including” shall mean including but not limited to.

4. The term “person” means natural person, corporation, firm, company, sole proprietorship, partnership, joint venture, association, institute, or other business, legal or governmental entity or association, including any directors, officers, employees, agents or representatives thereof.

5. The term “communication” (or any variant thereof) means any contact between or among two or more Persons and shall include, without limitation, written contact by means such as letters, memoranda, telegrams, telecopies, telexes, e-mail, or any other document; the transmittal of information by any means; any oral contact such as face-to-face meetings or telephone conversations; and any writings memorializing such oral contact.

6. “Thing” means any tangible object other than a Document including, without limitation, objects of every kind and nature, as well as prototypes, models, drafts, or specimens thereof.

7. As used herein, “the Defendant(s)” means the following entities and their subsidiaries, affiliates, divisions, successors or assignees, and their respective officers, directors, employees, and agents: Time Warner Cable, Inc., Time Warner Cable LLC, Time Warner New York Cable LLC, Time Warner Entertainment Company, LP, Time Warner Entertainment–Advance/Newhouse Partnership, Comcast Corporation, Comcast Cable Communications, LLC, Charter Communications, Inc., Charter Communications Operating, LLC, Coxcom, Inc., Cox Communications, Inc., Cox Enterprises, Inc., CSC Holdings, Inc., Cablevision Systems Corporation, Adelphia Communications Corporation, Century-TCI California, LP, Century-TCI California Communications, LP, Century-TCI Holdings, LLC, Parnassos, LP, Parnassos Communications, LP, Adelphia Consolidation, LLC, Parnassos Holdings, LLC, Western NY Cablevision, LP, Motorola, Inc., Cisco Systems, Inc., Scientific-Atlanta, Inc., ARRIS Group,

Inc., Thomson, Inc., Ambit Microsystems, Inc., and NETGEAR, Inc. In the case of Comcast Corporation, this definition includes, without limitation, Sedna.

8. As used herein, “Cablevision,” “you,” or “your” means CSC Holdings, Inc., Cablevision Systems Corporation, and their agents, subsidiaries, related entities, affiliated companies, predecessors, successors, assigns, officers, directors, partners, employees, representatives (in their individual or representative capacities), affiliates of any kind or nature, or any person or entity acting on their behalf.

9. As used herein, “Rembrandt” shall mean Rembrandt Technologies, LP including without limitation all of its corporate locations, and all predecessors, and affiliates, and all past or present directors, officers, agents, representatives, employees, consultants, and attorneys.

10. The terms “and” and “or” shall be construed disjunctively or conjunctively as necessary to bring within the scope of these requests all documents which might otherwise be construed to be outside their scope.

11. The term “all” shall mean any and all, and the term “any” shall mean any and all, unless the context clearly requires otherwise.

12. References to the singular shall include the plural, and references to the plural shall include the singular as may be appropriate or construe the individual topics for examination in the broadest form.

13. The masculine form of a noun or pronoun shall be considered to include within its meaning the feminine form of the noun or pronoun, and vice versa as may be appropriate to make the individual topics for examination inclusive rather than exclusive.

14. Any reference to any individual person, either singularly or as a part of a defined group, includes that individual person's employees, agents, successors, assignees, heirs, and representatives.

15. The term "Patents-in-Suit" shall mean United States patents numbers: 6,131,159; 5,710,761; 5,778,234; 6,950,444; 5,008,903; 4,937,819; 5,719,858; and 5,852,631.

16. As used herein, the term "CableLabs" shall mean Cable Television Laboratories, Inc. and its agents, subsidiaries, related entities, affiliated companies, predecessors, successors, assigns, officers, directors, partners, employees, representatives (in their individual or representative capacities), affiliates of any kind or nature, or any person or entity acting on their behalf.

17. The term "cable industry" shall mean entities, including but not limited to the MSO Defendants, that provide "cable services" within the meaning of 47 U.S.C. § 522(6) or that provide to such entities information, products, or services related to the provision of cable services within the meaning of 47 U.S.C. § 522(6).

18. The term "Accused Products and Services" shall include all of Defendants' services or products that involve in any way a cable modem or the use of a cable modem, including but not limited to providing high speed cable internet services and VoIP services.

19. The term "DOCSIS" shall refer to the commonly known industry specifications referred to as DOCSIS 1.0, DOCSIS 1.1, DOCSIS 2.0, and DOCSIS 3.0.

20. "DOCSIS-Compliant Devices" include cable modems or cable modem termination systems that comply with any of the DOCSIS 1.0, 1.1, 2.0, or 3.0 specifications, manufactured, sold, leased, offered for sale or used by the Defendants.

21. As used herein, “Rembrandt multi-district litigation” means the litigation styled *In re Rembrandt Technologies, LP Patent Litig.*, MDL Docket No. 07-md-1848 (D. Del.), and the cases of which the multi-district litigation is comprised, including: *Rembrandt Technologies, LP v. Cablevision Systems Corp. et al.*, Civil Action No. 1:06-635 (D. Del.); *Coxcom, Inc. v. Rembrandt Technologies, LP*, C.A. No. 1:06-721 (D. Del.); *Rembrandt Technologies, LP v. CBS Corp.*, C.A. No. 1:06-727 (D. Del.); *Rembrandt Technologies, LP v. NBC Universal, Inc.*, C.A. No. 1:06-730 (D. Del.); *Rembrandt Technologies, LP v. ABC, Inc.*, C.A. No. 1:06-730 (D. Del.); *Rembrandt Technologies, LP v. Fox Entertainment Group, Inc., et al.*, C.A. No. 1:06-731 (D. Del.); *Rembrandt Technologies, LP v. Adelphia Communications Corp., et al.*, Bky. Advy. No. 1:06-1739 (Bankr. SDNY); *Rembrandt Technologies, LP v. Adelphia Communications Corp.*, C.A. No. 1:07-214 (SDNY); *Rembrandt Technologies, LP v. Comcast Corp., et al.*, C.A. No. 2:05-443 (E.D. Tex.); *Rembrandt Technologies, LP v. Sharp Corp., et al.*, C.A. No. 2:06-47 (E.D. Tex.); *Rembrandt Technologies, LP v. Charter Communications, Inc. et al.*, C.A. No. 2:06-223 (E.D. Tex.); *Rembrandt Technologies, LP v. Time Warner Cable, Inc.*, C.A. No. 2:06-224 (E.D. Tex.); *Rembrandt Technologies, LP v. Time Warner Cable, Inc.*, C.A. No. 2:06-369 (E.D. Tex.); *Rembrandt Technologies, LP v. Comcast Corp., et al.*, C.A. No. 2:06-506 (E.D. Tex.); *Rembrandt Technologies, LP v. Charter Communications, Inc., et al.*, C.A. No. 2:06-507 (E.D. Tex.).

22. “Related Action” means each case of which the multi-district litigation is comprised (see ¶ 15 above), as well as *Rembrandt Technologies, LP v. Harris Corp.*, C.A. No. 07C-09-059-JRS (Del. Super. Ct.) and *Motorola, Inc., et al. v. Rembrandt Technologies, LP*, C.A. No. 07-752 (D. Del.).

TOPICS FOR EXAMINATION

1. When and how Cablevision first became aware of each of the Patents-in-Suit.
2. Who within Cablevision first became aware of each of the Patents-in-Suit.
3. What investigation, if any, Cablevision conducted after becoming aware of any of the Patents-in-Suit to determine whether said patent(s) was valid, infringed, enforceable, or licensed.
4. Any analysis, opinion, or inquiry regarding potential infringement of the claims in each of the Patents-in-Suit, including, but not limited to any pre-litigation and post-commencement-of-litigation investigations performed by or on behalf of you, your partners, your licensors, your customers, your resellers, and/or your affiliates, related to the potential infringement by any products or systems made, used, offered for sale, and/or sold by you, your partners, your licensors, your customers, you resellers, and/or your affiliates.
5. Efforts by Cablevision to design any products around the Patents-in-Suit.
6. Cablevision's policies and/or customs, whether in writing or oral, on investigating or refraining from investigating whether Cablevision's products and/or services, whether existing or newly introduced, infringe patents owned by third parties.
7. Cablevision's communications, whether internal or external, regarding whether to investigate if the Accused Products and Services infringed any patents owned by a third party.
8. Cablevision's communications, whether internal or external, regarding each of the Patents-in-Suit after Cablevision became aware of them.
9. Cablevision's investigations into whether Cablevision's products and/or services, whether existing or newly introduced, infringe patents owned by third parties.

10. The role of Sedna Services LLC in investigating whether Cablevision's products and/or services, whether existing or newly introduced, infringe patents owned by third parties.

11. Cablevision's understanding of the custom or practice in its industry to investigate whether products and/or services, whether existing or newly introduced, infringe patents owned by third parties.

EXHIBIT B

1. All documents and things considered, reviewed, or prepared by Cablevision in the course of preparing for the 30(b)(6) deposition on the subjects listed above in Exhibit A.

CERTIFICATE OF SERVICE

I, Rebecca A. Beynon, hereby certify that on the first day of August, 2008, a true copy of the foregoing **Notice of Videotaped Oral Deposition to Cablevision Pursuant to Rule 30(b)(6)** to be served upon the following in the manner indicated:

BY E-MAIL

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By: /s/ Rebecca A. Beynon
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EXHIBIT E

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

In re: REMBRANDT TECHNOLOGIES, LP
PATENT LITIGATION

)
)
) **MDL Docket No. 07-md-1848 (GMS)**
)
) **JURY TRIAL DEMANDED**
)
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**PLAINTIFF’S PARTIAL NOTICE OF VIDEOTAPED
ORAL DEPOSITION TO DEFENDANTS PURSUANT TO RULE 30(B)(6)**

PLEASE TAKE NOTICE that Plaintiff Rembrandt Technologies, LP (“Plaintiff” or “Rembrandt”) will take the deposition of Charter Communications, Inc. and Charter Communications Operating, LLC (collectively, “you” or “Charter Communications”) beginning at 9:00 a.m., in the offices of KELLOGG, HUBER, HANSEN, TODD, EVANS & FIGEL, P.L.L.C., 1615 M Street, N.W., Suite 400, Washington, D.C. 20036 on August 18, 2008, or at such time and place agreed to by counsel for the parties. The deposition will be taken pursuant to Rule 30(b)(6) of the Federal Rules of Civil Procedure and Rule 30 of the Court’s Local Rules before an officer and reporter authorized to administer oaths. The deposition will be videotaped and recorded by stenographic means.

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Rembrandt reserves the right to amend or supplement this notice and these exhibits as more information becomes available to Rembrandt during the course of discovery.

Dated: August 1, 2008

Respectfully Submitted,

KELLOGG, HUBER, HANSEN, TODD, EVANS & FIGEL, P.L.L.C.

By: /s/ Rebecca A. Beynon

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Attorneys for Rembrandt

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DEFINITIONS

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3. The term “including” shall mean including but not limited to.

4. The term “person” means natural person, corporation, firm, company, sole proprietorship, partnership, joint venture, association, institute, or other business, legal or governmental entity or association, including any directors, officers, employees, agents or representatives thereof.

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7. As used herein, “the Defendant(s)” means the following entities and their subsidiaries, affiliates, divisions, successors or assignees, and their respective officers, directors, employees, and agents: Time Warner Cable, Inc., Time Warner Cable LLC, Time Warner New York Cable LLC, Time Warner Entertainment Company, LP, Time Warner Entertainment–Advance/Newhouse Partnership, Comcast Corporation, Comcast Cable Communications, LLC, Charter Communications, Inc., Charter Communications Operating, LLC, Coxcom, Inc., Cox Communications, Inc., Cox Enterprises, Inc., CSC Holdings, Inc., Cablevision Systems Corporation, Adelphia Communications Corporation, Century-TCI California, LP, Century-TCI California Communications, LP, Century-TCI Holdings, LLC, Parnassos, LP, Parnassos Communications, LP, Adelphia Consolidation, LLC, Parnassos Holdings, LLC, Western NY Cablevision, LP, Motorola, Inc., Cisco Systems, Inc., Scientific-Atlanta, Inc., ARRIS Group,

Inc., Thomson, Inc., Ambit Microsystems, Inc., and NETGEAR, Inc. In the case of Comcast Corporation, this definition includes, without limitation, Sedna.

8. As used herein, “Charter Communications,” “you,” or “your” means Charter Communications, Inc. and Charter Communications Operating, LLC and their agents, subsidiaries, related entities, affiliated companies, predecessors, successors, assigns, officers, directors, partners, employees, representatives (in their individual or representative capacities), affiliates of any kind or nature, or any person or entity acting on their behalf.

9. As used herein, “Rembrandt” shall mean Rembrandt Technologies, LP including without limitation all of its corporate locations, and all predecessors, and affiliates, and all past or present directors, officers, agents, representatives, employees, consultants, and attorneys.

10. The terms “and” and “or” shall be construed disjunctively or conjunctively as necessary to bring within the scope of these requests all documents which might otherwise be construed to be outside their scope.

11. The term “all” shall mean any and all, and the term “any” shall mean any and all, unless the context clearly requires otherwise.

12. References to the singular shall include the plural, and references to the plural shall include the singular as may be appropriate or construe the individual topics for examination in the broadest form.

13. The masculine form of a noun or pronoun shall be considered to include within its meaning the feminine form of the noun or pronoun, and vice versa as may be appropriate to make the individual topics for examination inclusive rather than exclusive.

14. Any reference to any individual person, either singularly or as a part of a defined group, includes that individual person's employees, agents, successors, assignees, heirs, and representatives.

15. The term "Patents-in-Suit" shall mean United States patents numbers: 6,131,159; 5,710,761; 5,778,234; 6,950,444; 5,008,903; 4,937,819; 5,719,858; and 5,852,631.

16. As used herein, the term "CableLabs" shall mean Cable Television Laboratories, Inc. and its agents, subsidiaries, related entities, affiliated companies, predecessors, successors, assigns, officers, directors, partners, employees, representatives (in their individual or representative capacities), affiliates of any kind or nature, or any person or entity acting on their behalf.

17. The term "cable industry" shall mean entities, including but not limited to the MSO Defendants, that provide "cable services" within the meaning of 47 U.S.C. § 522(6) or that provide to such entities information, products, or services related to the provision of cable services within the meaning of 47 U.S.C. § 522(6).

18. The term "Accused Products and Services" shall include all of Defendants' services or products that involve in any way a cable modem or the use of a cable modem, including but not limited to providing high speed cable internet services and VoIP services.

19. The term "DOCSIS" shall refer to the commonly known industry specifications referred to as DOCSIS 1.0, DOCSIS 1.1, DOCSIS 2.0, and DOCSIS 3.0.

20. "DOCSIS-Compliant Devices" include cable modems or cable modem termination systems that comply with any of the DOCSIS 1.0, 1.1, 2.0, or 3.0 specifications, manufactured, sold, leased, offered for sale or used by the Defendants.

21. As used herein, “Rembrandt multi-district litigation” means the litigation styled *In re Rembrandt Technologies, LP Patent Litig.*, MDL Docket No. 07-md-1848 (D. Del.), and the cases of which the multi-district litigation is comprised, including: *Rembrandt Technologies, LP v. Cablevision Systems Corp. et al.*, Civil Action No. 1:06-635 (D. Del.); *Coxcom, Inc. v. Rembrandt Technologies, LP*, C.A. No. 1:06-721 (D. Del.); *Rembrandt Technologies, LP v. CBS Corp.*, C.A. No. 1:06-727 (D. Del.); *Rembrandt Technologies, LP v. NBC Universal, Inc.*, C.A. No. 1:06-730 (D. Del.); *Rembrandt Technologies, LP v. ABC, Inc.*, C.A. No. 1:06-730 (D. Del.); *Rembrandt Technologies, LP v. Fox Entertainment Group, Inc., et al.*, C.A. No. 1:06-731 (D. Del.); *Rembrandt Technologies, LP v. Adelphia Communications Corp., et al.*, Bky. Advy. No. 1:06-1739 (Bankr. SDNY); *Rembrandt Technologies, LP v. Adelphia Communications Corp.*, C.A. No. 1:07-214 (SDNY); *Rembrandt Technologies, LP v. Comcast Corp., et al.*, C.A. No. 2:05-443 (E.D. Tex.); *Rembrandt Technologies, LP v. Sharp Corp., et al.*, C.A. No. 2:06-47 (E.D. Tex.); *Rembrandt Technologies, LP v. Charter Communications, Inc. et al.*, C.A. No. 2:06-223 (E.D. Tex.); *Rembrandt Technologies, LP v. Time Warner Cable, Inc.*, C.A. No. 2:06-224 (E.D. Tex.); *Rembrandt Technologies, LP v. Time Warner Cable, Inc.*, C.A. No. 2:06-369 (E.D. Tex.); *Rembrandt Technologies, LP v. Comcast Corp., et al.*, C.A. No. 2:06-506 (E.D. Tex.); *Rembrandt Technologies, LP v. Charter Communications, Inc., et al.*, C.A. No. 2:06-507 (E.D. Tex.).

22. “Related Action” means each case of which the multi-district litigation is comprised (see ¶ 15 above), as well as *Rembrandt Technologies, LP v. Harris Corp.*, C.A. No. 07C-09-059-JRS (Del. Super. Ct.) and *Motorola, Inc., et al. v. Rembrandt Technologies, LP*, C.A. No. 07-752 (D. Del.).

TOPICS FOR EXAMINATION

1. When and how Charter Communications first became aware of each of the Patents-in-Suit.
2. Who within Charter Communications first became aware of each of the Patents-in-Suit.
3. What investigation, if any, Charter Communications conducted after becoming aware of any of the Patents-in-Suit to determine whether said patent(s) was valid, infringed, enforceable, or licensed.
4. Any analysis, opinion, or inquiry regarding potential infringement of the claims in each of the Patents-in-Suit, including, but not limited to any pre-litigation and post-commencement-of-litigation investigations performed by or on behalf of you, your partners, your licensors, your customers, your resellers, and/or your affiliates, related to the potential infringement by any products or systems made, used, offered for sale, and/or sold by you, your partners, your licensors, your customers, you resellers, and/or your affiliates.
5. Efforts by Charter Communications to design any products around the Patents-in-Suit.
6. Charter Communications' policies and/or customs, whether in writing or oral, on investigating or refraining from investigating whether Charter Communications' products and/or services, whether existing or newly introduced, infringe patents owned by third parties.
7. Charter Communications' communications, whether internal or external, regarding whether to investigate if the Accused Products and Services infringed any patents owned by a third party.

8. Charter Communications' communications, whether internal or external, regarding each of the Patents-in-Suit after Charter Communications became aware of them.

9. Charter Communications' investigations into whether Charter Communications' products and/or services, whether existing or newly introduced, infringe patents owned by third parties.

10. The role of Sedna Services LLC in investigating whether Charter Communications' products and/or services, whether existing or newly introduced, infringe patents owned by third parties.

11. Charter Communications' understanding of the custom or practice in its industry to investigate whether products and/or services, whether existing or newly introduced, infringe patents owned by third parties.

EXHIBIT B

1. All documents and things considered, reviewed, or prepared by Charter Communications in the course of preparing for the 30(b)(6) deposition on the subjects listed above in Exhibit A.

CERTIFICATE OF SERVICE

I, Rebecca A. Beynon, hereby certify that on the first day of August, 2008, a true copy of the foregoing **Notice of Videotaped Oral Deposition to Charter Communications Pursuant to Rule 30(b)(6)** to be served upon the following in the manner indicated:

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By: /s/ Rebecca A. Beynon
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EXHIBIT F

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

In re: REMBRANDT TECHNOLOGIES, LP
PATENT LITIGATION

)
)
) **MDL Docket No. 07-md-1848 (GMS)**
)
) **JURY TRIAL DEMANDED**
)
)

**PLAINTIFF'S PARTIAL NOTICE OF VIDEOTAPED
ORAL DEPOSITION TO DEFENDANTS PURSUANT TO RULE 30(B)(6)**

PLEASE TAKE NOTICE that Plaintiff Rembrandt Technologies, LP ("Plaintiff" or "Rembrandt") will take the deposition of Cisco Systems, Inc. ("you" or "Cisco") beginning at 9:00 a.m., in the offices of KELLOGG, HUBER, HANSEN, TODD, EVANS & FIGEL, P.L.L.C., 1615 M Street, N.W., Suite 400, Washington, D.C. 20036 on August 18, 2008, or at such time and place agreed to by counsel for the parties. The deposition will be taken pursuant to Rule 30(b)(6) of the Federal Rules of Civil Procedure and Rule 30 of the Court's Local Rules before an officer and reporter authorized to administer oaths. The deposition will be videotaped and recorded by stenographic means.

As required by Rule 30(b)(6) of the Federal Rules of Civil Procedure, you shall designate one or more officers, directors, managing agents, employees, or other sufficiently knowledgeable persons who consents to testify on your behalf with respect to each of the matters set forth in Exhibit A attached hereto, and the person(s) so designated shall be required to testify as to each of those matters known or reasonably available to you. Please provide notice of the identity of the witness(es) designated by you to counsel for Rembrandt no later than ten (10) business days prior to the date on which the deposition shall commence.

PLEASE TAKE FURTHER NOTICE that, pursuant to Rule 30(b)(2) and Rule 34 of the Federal Rules of Civil Procedure, you are required to produce the documents listed in Exhibit B at or before the noticed deposition herein. You are further required to produce prior to the deposition any and all information or material previously requested in discovery, but not yet produced.

Rembrandt reserves the right to amend or supplement this notice and these exhibits as more information becomes available to Rembrandt during the course of discovery.

Dated: August 1, 2008

Respectfully Submitted,

KELLOGG, HUBER, HANSEN, TODD, EVANS & FIGEL, P.L.L.C.

By: /s/ Rebecca A. Beynon

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Attorneys for Rembrandt

EXHIBIT A

DEFINITIONS

The following definitions apply to this Notice of Deposition and are deemed to be incorporated into each subject listed below:

1. The phrase “relating to” means discussing, describing, referring to, pertaining to, containing, analyzing, studying, reporting on, commenting on, evidencing, constituting, setting forth, considering, recommending, concerning, or pertaining to, in whole or in part.

2. The term “document” or “documents” is used in the broadest sense permitted by the Federal Rules of Civil Procedure and means the original (or any copy when originals are not available) and any drafts or non-identical copies thereof, whether different from the original because of interlineation, receipt stamp, notation of copy sent or received or otherwise, of any book, pamphlet, periodical, letter, report, note, memorandum, record, minutes, calendar or diary entry, transcript, study, compilation, patent, patent application, analysis, tabulation, map, diagram, drawing, plan, picture, summary, working paper, chart, paper, graph index, data sheet, data processing card, computer printout, summary of a computer printout, tape, contract, agreement, lease, ledger, journal, balance sheet, account, invoice, purchase order, receipt, billing record, financial data, financial statement, file, diary, film, trip tickets, telex, teletype or other messages, telegram, expense vouchers, instructions, bulletins or any other writing or recording of information, however produced, recorded, maintained or reproduced, including any electronic or mechanical recording of any oral material, within the possession, custody or control of defendant or any of its officers, directors, employees, attorneys, or other agents and/or representatives.

3. The term “including” shall mean including but not limited to.

4. The term “person” means natural person, corporation, firm, company, sole proprietorship, partnership, joint venture, association, institute, or other business, legal or governmental entity or association, including any directors, officers, employees, agents or representatives thereof.

5. The term “communication” (or any variant thereof) means any contact between or among two or more Persons and shall include, without limitation, written contact by means such as letters, memoranda, telegrams, telecopies, telexes, e-mail, or any other document; the transmittal of information by any means; any oral contact such as face-to-face meetings or telephone conversations; and any writings memorializing such oral contact.

6. “Thing” means any tangible object other than a Document including, without limitation, objects of every kind and nature, as well as prototypes, models, drafts, or specimens thereof.

7. As used herein, “the Defendant(s)” means the following entities and their subsidiaries, affiliates, divisions, successors or assignees, and their respective officers, directors, employees, and agents: Time Warner Cable, Inc., Time Warner Cable LLC, Time Warner New York Cable LLC, Time Warner Entertainment Company, LP, Time Warner Entertainment–Advance/Newhouse Partnership, Comcast Corporation, Comcast Cable Communications, LLC, Charter Communications, Inc., Charter Communications Operating, LLC, Coxcom, Inc., Cox Communications, Inc., Cox Enterprises, Inc., CSC Holdings, Inc., Cablevision Systems Corporation, Adelphia Communications Corporation, Century-TCI California, LP, Century-TCI California Communications, LP, Century-TCI Holdings, LLC, Parnassos, LP, Parnassos Communications, LP, Adelphia Consolidation, LLC, Parnassos Holdings, LLC, Western NY Cablevision, LP, Motorola, Inc., Cisco Systems, Inc., Scientific-Atlanta, Inc., ARRIS Group,

Inc., Thomson, Inc., Ambit Microsystems, Inc., and NETGEAR, Inc. In the case of Comcast Corporation, this definition includes, without limitation, Sedna.

8. As used herein, “Cisco,” “you,” or “your” means Cisco Systems, Inc. and its agents, subsidiaries, related entities, affiliated companies, predecessors, successors, assigns, officers, directors, partners, employees, representatives (in their individual or representative capacities), affiliates of any kind or nature, or any person or entity acting on their behalf.

9. As used herein, “Rembrandt” shall mean Rembrandt Technologies, LP including without limitation all of its corporate locations, and all predecessors, and affiliates, and all past or present directors, officers, agents, representatives, employees, consultants, and attorneys.

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14. Any reference to any individual person, either singularly or as a part of a defined group, includes that individual person’s employees, agents, successors, assignees, heirs, and representatives.

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20. “DOCSIS-Compliant Devices” include cable modems or cable modem termination systems that comply with any of the DOCSIS 1.0, 1.1, 2.0, or 3.0 specifications, manufactured, sold, leased, offered for sale or used by the Defendants.

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Rembrandt Technologies, LP, C.A. No. 1:06-721 (D. Del.); *Rembrandt Technologies, LP v. CBS Corp.*, C.A. No. 1:06-727 (D. Del.); *Rembrandt Technologies, LP v. NBC Universal, Inc.*, C.A. No. 1:06-730 (D. Del.); *Rembrandt Technologies, LP v. ABC, Inc.*, C.A. No. 1:06-730 (D. Del.); *Rembrandt Technologies, LP v. Fox Entertainment Group, Inc., et al.*, C.A. No. 1:06-731 (D. Del.); *Rembrandt Technologies, LP v. Adelphia Communications Corp., et al.*, Bky. Advy. No. 1:06-1739 (Bankr. SDNY); *Rembrandt Technologies, LP v. Adelphia Communications Corp.*, C.A. No. 1:07-214 (SDNY); *Rembrandt Technologies, LP v. Comcast Corp., et al.*, C.A. No. 2:05-443 (E.D. Tex.); *Rembrandt Technologies, LP v. Sharp Corp., et al.*, C.A. No. 2:06-47 (E.D. Tex.); *Rembrandt Technologies, LP v. Charter Communications, Inc. et al.*, C.A. No. 2:06-223 (E.D. Tex.); *Rembrandt Technologies, LP v. Time Warner Cable, Inc.*, C.A. No. 2:06-224 (E.D. Tex.); *Rembrandt Technologies, LP v. Time Warner Cable, Inc.*, C.A. No. 2:06-369 (E.D. Tex.); *Rembrandt Technologies, LP v. Comcast Corp., et al.*, C.A. No. 2:06-506 (E.D. Tex.); *Rembrandt Technologies, LP v. Charter Communications, Inc., et al.*, C.A. No. 2:06-507 (E.D. Tex.).

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TOPICS FOR EXAMINATION

1. When and how Cisco first became aware of each of the Patents-in-Suit.
2. Who within Cisco first became aware of each of the Patents-in-Suit.

3. What investigation, if any, Cisco conducted after becoming aware of any of the Patents-in-Suit to determine whether said patent(s) was valid, infringed, enforceable, or licensed.

4. Any analysis, opinion, or inquiry regarding potential infringement of the claims in each of the Patents-in-Suit, including, but not limited to any pre-litigation and post-commencement-of-litigation investigations performed by or on behalf of you, your partners, your licensors, your customers, your resellers, and/or your affiliates, related to the potential infringement by any products or systems made, used, offered for sale, and/or sold by you, your partners, your licensors, your customers, you resellers, and/or your affiliates.

5. Efforts by Cisco to design any products around the Patents-in-Suit.

6. Cisco's policies and/or customs, whether in writing or oral, on investigating or refraining from investigating whether Cisco's products and/or services, whether existing or newly introduced, infringe patents owned by third parties.

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EXHIBIT B

1. All documents and things considered, reviewed, or prepared by Cisco in the course of preparing for the 30(b)(6) deposition on the subjects listed above in Exhibit A.

CERTIFICATE OF SERVICE

I, Rebecca A. Beynon, hereby certify that on the first day of August, 2008, a true copy of the foregoing **Notice of Videotaped Oral Deposition to Cisco Pursuant to Rule 30(b)(6)** to be served upon the following in the manner indicated:

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By: /s/ Rebecca A. Beynon
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rbeynon@khhte.com

EXHIBIT G

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

In re: REMBRANDT TECHNOLOGIES, LP
PATENT LITIGATION

)
)
) **MDL Docket No. 07-md-1848 (GMS)**
)
) **JURY TRIAL DEMANDED**
)
)

**PLAINTIFF’S PARTIAL NOTICE OF VIDEOTAPED
ORAL DEPOSITION TO DEFENDANTS PURSUANT TO RULE 30(B)(6)**

PLEASE TAKE NOTICE that Plaintiff Rembrandt Technologies, LP (“Plaintiff” or “Rembrandt”) will take the deposition of Comcast Corporation and Comcast Cable Communications, LLC (collectively, “you” or “Comcast”) beginning at 9:00 a.m., in the offices of KELLOGG, HUBER, HANSEN, TODD, EVANS & FIGEL, P.L.L.C., 1615 M Street, N.W., Suite 400, Washington, D.C. 20036 on August 18, 2008, or at such time and place agreed to by counsel for the parties. The deposition will be taken pursuant to Rule 30(b)(6) of the Federal Rules of Civil Procedure and Rule 30 of the Court’s Local Rules before an officer and reporter authorized to administer oaths. The deposition will be videotaped and recorded by stenographic means.

As required by Rule 30(b)(6) of the Federal Rules of Civil Procedure, you shall designate one or more officers, directors, managing agents, employees, or other sufficiently knowledgeable persons who consents to testify on your behalf with respect to each of the matters set forth in Exhibit A attached hereto, and the person(s) so designated shall be required to testify as to each of those matters known or reasonably available to you. Please provide notice of the identity of the witness(es) designated by you to counsel for Rembrandt no later than ten (10) business days prior to the date on which the deposition shall commence.

PLEASE TAKE FURTHER NOTICE that, pursuant to Rule 30(b)(2) and Rule 34 of the Federal Rules of Civil Procedure, you are required to produce the documents listed in Exhibit B at or before the noticed deposition herein. You are further required to produce prior to the deposition any and all information or material previously requested in discovery, but not yet produced.

Rembrandt reserves the right to amend or supplement this notice and these exhibits as more information becomes available to Rembrandt during the course of discovery.

Dated: August 1, 2008

Respectfully Submitted,

KELLOGG, HUBER, HANSEN, TODD, EVANS & FIGEL, P.L.L.C.

By: /s/ Rebecca A. Beynon

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Attorneys for Rembrandt

EXHIBIT A

DEFINITIONS

The following definitions apply to this Notice of Deposition and are deemed to be incorporated into each subject listed below:

1. The phrase “relating to” means discussing, describing, referring to, pertaining to, containing, analyzing, studying, reporting on, commenting on, evidencing, constituting, setting forth, considering, recommending, concerning, or pertaining to, in whole or in part.

2. The term “document” or “documents” is used in the broadest sense permitted by the Federal Rules of Civil Procedure and means the original (or any copy when originals are not available) and any drafts or non-identical copies thereof, whether different from the original because of interlineation, receipt stamp, notation of copy sent or received or otherwise, of any book, pamphlet, periodical, letter, report, note, memorandum, record, minutes, calendar or diary entry, transcript, study, compilation, patent, patent application, analysis, tabulation, map, diagram, drawing, plan, picture, summary, working paper, chart, paper, graph index, data sheet, data processing card, computer printout, summary of a computer printout, tape, contract, agreement, lease, ledger, journal, balance sheet, account, invoice, purchase order, receipt, billing record, financial data, financial statement, file, diary, film, trip tickets, telex, teletype or other messages, telegram, expense vouchers, instructions, bulletins or any other writing or recording of information, however produced, recorded, maintained or reproduced, including any electronic or mechanical recording of any oral material, within the possession, custody or control of defendant or any of its officers, directors, employees, attorneys, or other agents and/or representatives.

3. The term “including” shall mean including but not limited to.

4. The term “person” means natural person, corporation, firm, company, sole proprietorship, partnership, joint venture, association, institute, or other business, legal or governmental entity or association, including any directors, officers, employees, agents or representatives thereof.

5. The term “communication” (or any variant thereof) means any contact between or among two or more Persons and shall include, without limitation, written contact by means such as letters, memoranda, telegrams, telecopies, telexes, e-mail, or any other document; the transmittal of information by any means; any oral contact such as face-to-face meetings or telephone conversations; and any writings memorializing such oral contact.

6. “Thing” means any tangible object other than a Document including, without limitation, objects of every kind and nature, as well as prototypes, models, drafts, or specimens thereof.

7. As used herein, “the Defendant(s)” means the following entities and their subsidiaries, affiliates, divisions, successors or assignees, and their respective officers, directors, employees, and agents: Time Warner Cable, Inc., Time Warner Cable LLC, Time Warner New York Cable LLC, Time Warner Entertainment Company, LP, Time Warner Entertainment–Advance/Newhouse Partnership, Comcast Corporation, Comcast Cable Communications, LLC, Charter Communications, Inc., Charter Communications Operating, LLC, Coxcom, Inc., Cox Communications, Inc., Cox Enterprises, Inc., CSC Holdings, Inc., Cablevision Systems Corporation, Adelphia Communications Corporation, Century-TCI California, LP, Century-TCI California Communications, LP, Century-TCI Holdings, LLC, Parnassos, LP, Parnassos Communications, LP, Adelphia Consolidation, LLC, Parnassos Holdings, LLC, Western NY Cablevision, LP, Motorola, Inc., Cisco Systems, Inc., Scientific-Atlanta, Inc., ARRIS Group,

Inc., Thomson, Inc., Ambit Microsystems, Inc., and NETGEAR, Inc. In the case of Comcast Corporation, this definition includes, without limitation, Sedna.

8. As used herein, “Comcast,” “you,” or “your” means Comcast Corporation and Comcast Cable Communications, LLC and their agents, subsidiaries, related entities, affiliated companies, predecessors, successors, assigns, officers, directors, partners, employees, representatives (in their individual or representative capacities), affiliates of any kind or nature, or any person or entity acting on their behalf.

9. As used herein, “Rembrandt” shall mean Rembrandt Technologies, LP including without limitation all of its corporate locations, and all predecessors, and affiliates, and all past or present directors, officers, agents, representatives, employees, consultants, and attorneys.

10. The terms “and” and “or” shall be construed disjunctively or conjunctively as necessary to bring within the scope of these requests all documents which might otherwise be construed to be outside their scope.

11. The term “all” shall mean any and all, and the term “any” shall mean any and all, unless the context clearly requires otherwise.

12. References to the singular shall include the plural, and references to the plural shall include the singular as may be appropriate or construe the individual topics for examination in the broadest form.

13. The masculine form of a noun or pronoun shall be considered to include within its meaning the feminine form of the noun or pronoun, and vice versa as may be appropriate to make the individual topics for examination inclusive rather than exclusive.

14. Any reference to any individual person, either singularly or as a part of a defined group, includes that individual person's employees, agents, successors, assignees, heirs, and representatives.

15. The term "Patents-in-Suit" shall mean United States patents numbers: 6,131,159; 5,710,761; 5,778,234; 6,950,444; 5,008,903; 4,937,819; 5,719,858; and 5,852,631.

16. As used herein, the term "CableLabs" shall mean Cable Television Laboratories, Inc. and its agents, subsidiaries, related entities, affiliated companies, predecessors, successors, assigns, officers, directors, partners, employees, representatives (in their individual or representative capacities), affiliates of any kind or nature, or any person or entity acting on their behalf.

17. The term "cable industry" shall mean entities, including but not limited to the MSO Defendants, that provide "cable services" within the meaning of 47 U.S.C. § 522(6) or that provide to such entities information, products, or services related to the provision of cable services within the meaning of 47 U.S.C. § 522(6).

18. The term "Accused Products and Services" shall include all of Defendants' services or products that involve in any way a cable modem or the use of a cable modem, including but not limited to providing high speed cable internet services and VoIP services.

19. The term "DOCSIS" shall refer to the commonly known industry specifications referred to as DOCSIS 1.0, DOCSIS 1.1, DOCSIS 2.0, and DOCSIS 3.0.

20. "DOCSIS-Compliant Devices" include cable modems or cable modem termination systems that comply with any of the DOCSIS 1.0, 1.1, 2.0, or 3.0 specifications, manufactured, sold, leased, offered for sale or used by the Defendants.

21. As used herein, “Rembrandt multi-district litigation” means the litigation styled *In re Rembrandt Technologies, LP Patent Litig.*, MDL Docket No. 07-md-1848 (D. Del.), and the cases of which the multi-district litigation is comprised, including: *Rembrandt Technologies, LP v. Cablevision Systems Corp. et al.*, Civil Action No. 1:06-635 (D. Del.); *Coxcom, Inc. v. Rembrandt Technologies, LP*, C.A. No. 1:06-721 (D. Del.); *Rembrandt Technologies, LP v. CBS Corp.*, C.A. No. 1:06-727 (D. Del.); *Rembrandt Technologies, LP v. NBC Universal, Inc.*, C.A. No. 1:06-730 (D. Del.); *Rembrandt Technologies, LP v. ABC, Inc.*, C.A. No. 1:06-730 (D. Del.); *Rembrandt Technologies, LP v. Fox Entertainment Group, Inc., et al.*, C.A. No. 1:06-731 (D. Del.); *Rembrandt Technologies, LP v. Adelphia Communications Corp., et al.*, Bky. Advy. No. 1:06-1739 (Bankr. SDNY); *Rembrandt Technologies, LP v. Adelphia Communications Corp.*, C.A. No. 1:07-214 (SDNY); *Rembrandt Technologies, LP v. Comcast Corp., et al.*, C.A. No. 2:05-443 (E.D. Tex.); *Rembrandt Technologies, LP v. Sharp Corp., et al.*, C.A. No. 2:06-47 (E.D. Tex.); *Rembrandt Technologies, LP v. Charter Communications, Inc. et al.*, C.A. No. 2:06-223 (E.D. Tex.); *Rembrandt Technologies, LP v. Time Warner Cable, Inc.*, C.A. No. 2:06-224 (E.D. Tex.); *Rembrandt Technologies, LP v. Time Warner Cable, Inc.*, C.A. No. 2:06-369 (E.D. Tex.); *Rembrandt Technologies, LP v. Comcast Corp., et al.*, C.A. No. 2:06-506 (E.D. Tex.); *Rembrandt Technologies, LP v. Charter Communications, Inc., et al.*, C.A. No. 2:06-507 (E.D. Tex.).

22. “Related Action” means each case of which the multi-district litigation is comprised (see ¶ 15 above), as well as *Rembrandt Technologies, LP v. Harris Corp.*, C.A. No. 07C-09-059-JRS (Del. Super. Ct.) and *Motorola, Inc., et al. v. Rembrandt Technologies, LP*, C.A. No. 07-752 (D. Del.).

TOPICS FOR EXAMINATION

1. When and how Comcast first became aware of each of the Patents-in-Suit.
2. Who within Comcast first became aware of each of the Patents-in-Suit.
3. What investigation, if any, Comcast conducted after becoming aware of any of the Patents-in-Suit to determine whether said patent(s) was valid, infringed, enforceable, or licensed.
4. Any analysis, opinion, or inquiry regarding potential infringement of the claims in each of the Patents-in-Suit, including, but not limited to any pre-litigation and post-commencement-of-litigation investigations performed by or on behalf of you, your partners, your licensors, your customers, your resellers, and/or your affiliates, related to the potential infringement by any products or systems made, used, offered for sale, and/or sold by you, your partners, your licensors, your customers, you resellers, and/or your affiliates.
5. Efforts by Comcast to design any products around the Patents-in-Suit.
6. Comcast's policies and/or customs, whether in writing or oral, on investigating or refraining from investigating whether Comcast's products and/or services, whether existing or newly introduced, infringe patents owned by third parties.
7. Comcast's communications, whether internal or external, regarding whether to investigate if the Accused Products and Services infringed any patents owned by a third party.
8. Comcast's communications, whether internal or external, regarding each of the Patents-in-Suit after Comcast became aware of them.
9. Comcast's investigations into whether Comcast's products and/or services, whether existing or newly introduced, infringe patents owned by third parties.
10. The role of Sedna Services LLC in investigating whether Comcast's products and/or services, whether existing or newly introduced, infringe patents owned by third parties.

11. Comcast's understanding of the custom or practice in its industry to investigate whether products and/or services, whether existing or newly introduced, infringe patents owned by third parties.

EXHIBIT B

1. All documents and things considered, reviewed, or prepared by Comcast in the course of preparing for the 30(b)(6) deposition on the subjects listed above in Exhibit A.

CERTIFICATE OF SERVICE

I, Rebecca A. Beynon, hereby certify that on the first day of August, 2008, a true copy of the foregoing **Notice of Videotaped Oral Deposition to Comcast Pursuant to Rule 30(b)(6)** to be served upon the following in the manner indicated:

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By: /s/ Rebecca A. Beynon
Rebecca A. Beynon
rbeynon@khhte.com

EXHIBIT H

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

In re: REMBRANDT TECHNOLOGIES, LP
PATENT LITIGATION

)
)
) **MDL Docket No. 07-md-1848 (GMS)**
)
) **JURY TRIAL DEMANDED**
)
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**PLAINTIFF’S PARTIAL NOTICE OF VIDEOTAPED
ORAL DEPOSITION TO DEFENDANTS PURSUANT TO RULE 30(B)(6)**

PLEASE TAKE NOTICE that Plaintiff Rembrandt Technologies, LP (“Plaintiff” or “Rembrandt”) will take the deposition of Coxcom, Inc., Cox Communications, Inc., and Cox Enterprises, Inc. (collectively, “you” or “Cox”) beginning at 9:00 a.m., in the offices of KELLOGG, HUBER, HANSEN, TODD, EVANS & FIGEL, P.L.L.C., 1615 M Street, N.W., Suite 400, Washington, D.C. 20036 on August 18, 2008, or at such time and place agreed to by counsel for the parties. The deposition will be taken pursuant to Rule 30(b)(6) of the Federal Rules of Civil Procedure and Rule 30 of the Court’s Local Rules before an officer and reporter authorized to administer oaths. The deposition will be videotaped and recorded by stenographic means.

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Dated: August 1, 2008

Respectfully Submitted,

KELLOGG, HUBER, HANSEN, TODD, EVANS & FIGEL, P.L.L.C.

By: /s/ Rebecca A. Beynon

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Attorneys for Rembrandt

EXHIBIT A

DEFINITIONS

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2. The term “document” or “documents” is used in the broadest sense permitted by the Federal Rules of Civil Procedure and means the original (or any copy when originals are not available) and any drafts or non-identical copies thereof, whether different from the original because of interlineation, receipt stamp, notation of copy sent or received or otherwise, of any book, pamphlet, periodical, letter, report, note, memorandum, record, minutes, calendar or diary entry, transcript, study, compilation, patent, patent application, analysis, tabulation, map, diagram, drawing, plan, picture, summary, working paper, chart, paper, graph index, data sheet, data processing card, computer printout, summary of a computer printout, tape, contract, agreement, lease, ledger, journal, balance sheet, account, invoice, purchase order, receipt, billing record, financial data, financial statement, file, diary, film, trip tickets, telex, teletype or other messages, telegram, expense vouchers, instructions, bulletins or any other writing or recording of information, however produced, recorded, maintained or reproduced, including any electronic or mechanical recording of any oral material, within the possession, custody or control of defendant or any of its officers, directors, employees, attorneys, or other agents and/or representatives.

3. The term “including” shall mean including but not limited to.

4. The term “person” means natural person, corporation, firm, company, sole proprietorship, partnership, joint venture, association, institute, or other business, legal or governmental entity or association, including any directors, officers, employees, agents or representatives thereof.

5. The term “communication” (or any variant thereof) means any contact between or among two or more Persons and shall include, without limitation, written contact by means such as letters, memoranda, telegrams, telecopies, telexes, e-mail, or any other document; the transmittal of information by any means; any oral contact such as face-to-face meetings or telephone conversations; and any writings memorializing such oral contact.

6. “Thing” means any tangible object other than a Document including, without limitation, objects of every kind and nature, as well as prototypes, models, drafts, or specimens thereof.

7. As used herein, “the Defendant(s)” means the following entities and their subsidiaries, affiliates, divisions, successors or assignees, and their respective officers, directors, employees, and agents: Time Warner Cable, Inc., Time Warner Cable LLC, Time Warner New York Cable LLC, Time Warner Entertainment Company, LP, Time Warner Entertainment–Advance/Newhouse Partnership, Comcast Corporation, Comcast Cable Communications, LLC, Charter Communications, Inc., Charter Communications Operating, LLC, Coxcom, Inc., Cox Communications, Inc., Cox Enterprises, Inc., CSC Holdings, Inc., Cablevision Systems Corporation, Adelphia Communications Corporation, Century-TCI California, LP, Century-TCI California Communications, LP, Century-TCI Holdings, LLC, Parnassos, LP, Parnassos Communications, LP, Adelphia Consolidation, LLC, Parnassos Holdings, LLC, Western NY Cablevision, LP, Motorola, Inc., Cisco Systems, Inc., Scientific-Atlanta, Inc., ARRIS Group,

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8. As used herein, “Cox,” “you,” or “your” means Coxcom, Inc., Cox Communications, Inc., Cox Enterprises, Inc. and their agents, subsidiaries, related entities, affiliated companies, predecessors, successors, assigns, officers, directors, partners, employees, representatives (in their individual or representative capacities), affiliates of any kind or nature, or any person or entity acting on their behalf.

9. As used herein, “Rembrandt” shall mean Rembrandt Technologies, LP including without limitation all of its corporate locations, and all predecessors, and affiliates, and all past or present directors, officers, agents, representatives, employees, consultants, and attorneys.

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12. References to the singular shall include the plural, and references to the plural shall include the singular as may be appropriate or construe the individual topics for examination in the broadest form.

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18. The term "Accused Products and Services" shall include all of Defendants' services or products that involve in any way a cable modem or the use of a cable modem, including but not limited to providing high speed cable internet services and VoIP services.

19. The term "DOCSIS" shall refer to the commonly known industry specifications referred to as DOCSIS 1.0, DOCSIS 1.1, DOCSIS 2.0, and DOCSIS 3.0.

20. "DOCSIS-Compliant Devices" include cable modems or cable modem termination systems that comply with any of the DOCSIS 1.0, 1.1, 2.0, or 3.0 specifications, manufactured, sold, leased, offered for sale or used by the Defendants.

21. As used herein, “Rembrandt multi-district litigation” means the litigation styled *In re Rembrandt Technologies, LP Patent Litig.*, MDL Docket No. 07-md-1848 (D. Del.), and the cases of which the multi-district litigation is comprised, including: *Rembrandt Technologies, LP v. Cablevision Systems Corp. et al.*, Civil Action No. 1:06-635 (D. Del.); *Coxcom, Inc. v. Rembrandt Technologies, LP*, C.A. No. 1:06-721 (D. Del.); *Rembrandt Technologies, LP v. CBS Corp.*, C.A. No. 1:06-727 (D. Del.); *Rembrandt Technologies, LP v. NBC Universal, Inc.*, C.A. No. 1:06-730 (D. Del.); *Rembrandt Technologies, LP v. ABC, Inc.*, C.A. No. 1:06-730 (D. Del.); *Rembrandt Technologies, LP v. Fox Entertainment Group, Inc., et al.*, C.A. No. 1:06-731 (D. Del.); *Rembrandt Technologies, LP v. Adelphia Communications Corp., et al.*, Bky. Advy. No. 1:06-1739 (Bankr. SDNY); *Rembrandt Technologies, LP v. Adelphia Communications Corp.*, C.A. No. 1:07-214 (SDNY); *Rembrandt Technologies, LP v. Comcast Corp., et al.*, C.A. No. 2:05-443 (E.D. Tex.); *Rembrandt Technologies, LP v. Sharp Corp., et al.*, C.A. No. 2:06-47 (E.D. Tex.); *Rembrandt Technologies, LP v. Charter Communications, Inc. et al.*, C.A. No. 2:06-223 (E.D. Tex.); *Rembrandt Technologies, LP v. Time Warner Cable, Inc.*, C.A. No. 2:06-224 (E.D. Tex.); *Rembrandt Technologies, LP v. Time Warner Cable, Inc.*, C.A. No. 2:06-369 (E.D. Tex.); *Rembrandt Technologies, LP v. Comcast Corp., et al.*, C.A. No. 2:06-506 (E.D. Tex.); *Rembrandt Technologies, LP v. Charter Communications, Inc., et al.*, C.A. No. 2:06-507 (E.D. Tex.).

22. “Related Action” means each case of which the multi-district litigation is comprised (see ¶ 15 above), as well as *Rembrandt Technologies, LP v. Harris Corp.*, C.A. No. 07C-09-059-JRS (Del. Super. Ct.) and *Motorola, Inc., et al. v. Rembrandt Technologies, LP*, C.A. No. 07-752 (D. Del.).

TOPICS FOR EXAMINATION

1. When and how Cox first became aware of each of the Patents-in-Suit.
2. Who within Cox first became aware of each of the Patents-in-Suit.
3. What investigation, if any, Cox conducted after becoming aware of any of the Patents-in-Suit to determine whether said patent(s) was valid, infringed, enforceable, or licensed.
4. Any analysis, opinion, or inquiry regarding potential infringement of the claims in each of the Patents-in-Suit, including, but not limited to any pre-litigation and post-commencement-of-litigation investigations performed by or on behalf of you, your partners, your licensors, your customers, your resellers, and/or your affiliates, related to the potential infringement by any products or systems made, used, offered for sale, and/or sold by you, your partners, your licensors, your customers, you resellers, and/or your affiliates.
5. Efforts by Cox to design any products around the Patents-in-Suit.
6. Cox's policies and/or customs, whether in writing or oral, on investigating or refraining from investigating whether Cox's products and/or services, whether existing or newly introduced, infringe patents owned by third parties.
7. Cox's communications, whether internal or external, regarding whether to investigate if the Accused Products and Services infringed any patents owned by a third party.
8. Cox's communications, whether internal or external, regarding each of the Patents-in-Suit after Cox became aware of them.
9. Cox's investigations into whether Cox's products and/or services, whether existing or newly introduced, infringe patents owned by third parties.
10. The role of Sedna Services LLC in investigating whether Cox's products and/or services, whether existing or newly introduced, infringe patents owned by third parties.

11. Cox's understanding of the custom or practice in its industry to investigate whether products and/or services, whether existing or newly introduced, infringe patents owned by third parties.

EXHIBIT B

1. All documents and things considered, reviewed, or prepared by Cox in the course of preparing for the 30(b)(6) deposition on the subjects listed above in Exhibit A.

CERTIFICATE OF SERVICE

I, Rebecca A. Beynon, hereby certify that on the first day of August, 2008, a true copy of the foregoing **Notice of Videotaped Oral Deposition to Cox Pursuant to Rule 30(b)(6)** to be served upon the following in the manner indicated:

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By: /s/ Rebecca A. Beynon
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EXHIBIT I

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

In re: REMBRANDT TECHNOLOGIES, LP
PATENT LITIGATION

)
)
) **MDL Docket No. 07-md-1848 (GMS)**
)
) **JURY TRIAL DEMANDED**
)
)

**PLAINTIFF'S PARTIAL NOTICE OF VIDEOTAPED
ORAL DEPOSITION TO DEFENDANTS PURSUANT TO RULE 30(B)(6)**

PLEASE TAKE NOTICE that Plaintiff Rembrandt Technologies, LP ("Plaintiff" or "Rembrandt") will take the deposition of Motorola, Inc. ("you" or "Motorola") beginning at 9:00 a.m., in the offices of KELLOGG, HUBER, HANSEN, TODD, EVANS & FIGEL, P.L.L.C., 1615 M Street, N.W., Suite 400, Washington, D.C. 20036 on August 18, 2008, or at such time and place agreed to by counsel for the parties. The deposition will be taken pursuant to Rule 30(b)(6) of the Federal Rules of Civil Procedure and Rule 30 of the Court's Local Rules before an officer and reporter authorized to administer oaths. The deposition will be videotaped and recorded by stenographic means.

As required by Rule 30(b)(6) of the Federal Rules of Civil Procedure, you shall designate one or more officers, directors, managing agents, employees, or other sufficiently knowledgeable persons who consents to testify on your behalf with respect to each of the matters set forth in Exhibit A attached hereto, and the person(s) so designated shall be required to testify as to each of those matters known or reasonably available to you. Please provide notice of the identity of the witness(es) designated by you to counsel for Rembrandt no later than ten (10) business days prior to the date on which the deposition shall commence.

PLEASE TAKE FURTHER NOTICE that, pursuant to Rule 30(b)(2) and Rule 34 of the Federal Rules of Civil Procedure, you are required to produce the documents listed in Exhibit B at or before the noticed deposition herein. You are further required to produce prior to the deposition any and all information or material previously requested in discovery, but not yet produced.

Rembrandt reserves the right to amend or supplement this notice and these exhibits as more information becomes available to Rembrandt during the course of discovery.

Dated: August 1, 2008

Respectfully Submitted,

KELLOGG, HUBER, HANSEN, TODD, EVANS & FIGEL, P.L.L.C.

By: /s/ Rebecca A. Beynon

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Attorneys for Rembrandt

EXHIBIT A

DEFINITIONS

The following definitions apply to this Notice of Deposition and are deemed to be incorporated into each subject listed below:

1. The phrase “relating to” means discussing, describing, referring to, pertaining to, containing, analyzing, studying, reporting on, commenting on, evidencing, constituting, setting forth, considering, recommending, concerning, or pertaining to, in whole or in part.

2. The term “document” or “documents” is used in the broadest sense permitted by the Federal Rules of Civil Procedure and means the original (or any copy when originals are not available) and any drafts or non-identical copies thereof, whether different from the original because of interlineation, receipt stamp, notation of copy sent or received or otherwise, of any book, pamphlet, periodical, letter, report, note, memorandum, record, minutes, calendar or diary entry, transcript, study, compilation, patent, patent application, analysis, tabulation, map, diagram, drawing, plan, picture, summary, working paper, chart, paper, graph index, data sheet, data processing card, computer printout, summary of a computer printout, tape, contract, agreement, lease, ledger, journal, balance sheet, account, invoice, purchase order, receipt, billing record, financial data, financial statement, file, diary, film, trip tickets, telex, teletype or other messages, telegram, expense vouchers, instructions, bulletins or any other writing or recording of information, however produced, recorded, maintained or reproduced, including any electronic or mechanical recording of any oral material, within the possession, custody or control of defendant or any of its officers, directors, employees, attorneys, or other agents and/or representatives.

3. The term “including” shall mean including but not limited to.

4. The term “person” means natural person, corporation, firm, company, sole proprietorship, partnership, joint venture, association, institute, or other business, legal or governmental entity or association, including any directors, officers, employees, agents or representatives thereof.

5. The term “communication” (or any variant thereof) means any contact between or among two or more Persons and shall include, without limitation, written contact by means such as letters, memoranda, telegrams, telecopies, telexes, e-mail, or any other document; the transmittal of information by any means; any oral contact such as face-to-face meetings or telephone conversations; and any writings memorializing such oral contact.

6. “Thing” means any tangible object other than a Document including, without limitation, objects of every kind and nature, as well as prototypes, models, drafts, or specimens thereof.

7. As used herein, “the Defendant(s)” means the following entities and their subsidiaries, affiliates, divisions, successors or assignees, and their respective officers, directors, employees, and agents: Time Warner Cable, Inc., Time Warner Cable LLC, Time Warner New York Cable LLC, Time Warner Entertainment Company, LP, Time Warner Entertainment–Advance/Newhouse Partnership, Comcast Corporation, Comcast Cable Communications, LLC, Charter Communications, Inc., Charter Communications Operating, LLC, Coxcom, Inc., Cox Communications, Inc., Cox Enterprises, Inc., CSC Holdings, Inc., Cablevision Systems Corporation, Adelphia Communications Corporation, Century-TCI California, LP, Century-TCI California Communications, LP, Century-TCI Holdings, LLC, Parnassos, LP, Parnassos Communications, LP, Adelphia Consolidation, LLC, Parnassos Holdings, LLC, Western NY Cablevision, LP, Motorola, Inc., Cisco Systems, Inc., Scientific-Atlanta, Inc., ARRIS Group,

Inc., Thomson, Inc., Ambit Microsystems, Inc., and NETGEAR, Inc. In the case of Comcast Corporation, this definition includes, without limitation, Sedna.

8. As used herein, “Motorola,” “you,” or “your” means Motorola, Inc. and its agents, subsidiaries, related entities, affiliated companies, predecessors, successors, assigns, officers, directors, partners, employees, representatives (in their individual or representative capacities), affiliates of any kind or nature, or any person or entity acting on their behalf.

9. As used herein, “Rembrandt” shall mean Rembrandt Technologies, LP including without limitation all of its corporate locations, and all predecessors, and affiliates, and all past or present directors, officers, agents, representatives, employees, consultants, and attorneys.

10. The terms “and” and “or” shall be construed disjunctively or conjunctively as necessary to bring within the scope of these requests all documents which might otherwise be construed to be outside their scope.

11. The term “all” shall mean any and all, and the term “any” shall mean any and all, unless the context clearly requires otherwise.

12. References to the singular shall include the plural, and references to the plural shall include the singular as may be appropriate or construe the individual topics for examination in the broadest form.

13. The masculine form of a noun or pronoun shall be considered to include within its meaning the feminine form of the noun or pronoun, and vice versa as may be appropriate to make the individual topics for examination inclusive rather than exclusive.

14. Any reference to any individual person, either singularly or as a part of a defined group, includes that individual person’s employees, agents, successors, assignees, heirs, and representatives.

15. The term “Patents-in-Suit” shall mean United States patents numbers: 6,131,159; 5,710,761; 5,778,234; 6,950,444; 5,008,903; 4,937,819; 5,719,858; and 5,852,631.

16. As used herein, the term “CableLabs” shall mean Cable Television Laboratories, Inc. and its agents, subsidiaries, related entities, affiliated companies, predecessors, successors, assigns, officers, directors, partners, employees, representatives (in their individual or representative capacities), affiliates of any kind or nature, or any person or entity acting on their behalf.

17. The term “cable industry” shall mean entities, including but not limited to the MSO Defendants, that provide “cable services” within the meaning of 47 U.S.C. § 522(6) or that provide to such entities information, products, or services related to the provision of cable services within the meaning of 47 U.S.C. § 522(6).

18. The term “Accused Products and Services” shall include all of Defendants’ services or products that involve in any way a cable modem or the use of a cable modem, including but not limited to providing high speed cable internet services and VoIP services.

19. The term “DOCSIS” shall refer to the commonly known industry specifications referred to as DOCSIS 1.0, DOCSIS 1.1, DOCSIS 2.0, and DOCSIS 3.0.

20. “DOCSIS-Compliant Devices” include cable modems or cable modem termination systems that comply with any of the DOCSIS 1.0, 1.1, 2.0, or 3.0 specifications, manufactured, sold, leased, offered for sale or used by the Defendants.

21. As used herein, “Rembrandt multi-district litigation” means the litigation styled *In re Rembrandt Technologies, LP Patent Litig.*, MDL Docket No. 07-md-1848 (D. Del.), and the cases of which the multi-district litigation is comprised, including: *Rembrandt Technologies, LP v. Cablevision Systems Corp. et al.*, Civil Action No. 1:06-635 (D. Del.); *Coxcom, Inc. v.*

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22. “Related Action” means each case of which the multi-district litigation is comprised (see ¶ 15 above), as well as *Rembrandt Technologies, LP v. Harris Corp.*, C.A. No. 07C-09-059-JRS (Del. Super. Ct.) and *Motorola, Inc., et al. v. Rembrandt Technologies, LP*, C.A. No. 07-752 (D. Del.).

TOPICS FOR EXAMINATION

1. When and how Motorola first became aware of each of the Patents-in-Suit.
2. Who within Motorola first became aware of each of the Patents-in-Suit.

3. What investigation, if any, Motorola conducted after becoming aware of any of the Patents-in-Suit to determine whether said patent(s) was valid, infringed, enforceable, or licensed.

4. Any analysis, opinion, or inquiry regarding potential infringement of the claims in each of the Patents-in-Suit, including, but not limited to any pre-litigation and post-commencement-of-litigation investigations performed by or on behalf of you, your partners, your licensors, your customers, your resellers, and/or your affiliates, related to the potential infringement by any products or systems made, used, offered for sale, and/or sold by you, your partners, your licensors, your customers, you resellers, and/or your affiliates.

5. Efforts by Motorola to design any products around the Patents-in-Suit.

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EXHIBIT B

1. All documents and things considered, reviewed, or prepared by Motorola in the course of preparing for the 30(b)(6) deposition on the subjects listed above in Exhibit A.

CERTIFICATE OF SERVICE

I, Rebecca A. Beynon, hereby certify that on the first day of August, 2008, a true copy of the foregoing **Notice of Videotaped Oral Deposition to Motorola Pursuant to Rule 30(b)(6)** to be served upon the following in the manner indicated:

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EXHIBIT J

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

In re: REMBRANDT TECHNOLOGIES, LP
PATENT LITIGATION

)
)
) **MDL Docket No. 07-md-1848 (GMS)**
)
) **JURY TRIAL DEMANDED**
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**PLAINTIFF’S PARTIAL NOTICE OF VIDEOTAPED
ORAL DEPOSITION TO DEFENDANTS PURSUANT TO RULE 30(B)(6)**

PLEASE TAKE NOTICE that Plaintiff Rembrandt Technologies, LP (“Plaintiff” or “Rembrandt”) will take the deposition of NETGEAR, Inc. (“you” or “NETGEAR”) beginning at 9:00 a.m., in the offices of KELLOGG, HUBER, HANSEN, TODD, EVANS & FIGEL, P.L.L.C., 1615 M Street, N.W., Suite 400, Washington, D.C. 20036 on August 18, 2008, or at such time and place agreed to by counsel for the parties. The deposition will be taken pursuant to Rule 30(b)(6) of the Federal Rules of Civil Procedure and Rule 30 of the Court’s Local Rules before an officer and reporter authorized to administer oaths. The deposition will be videotaped and recorded by stenographic means.

As required by Rule 30(b)(6) of the Federal Rules of Civil Procedure, you shall designate one or more officers, directors, managing agents, employees, or other sufficiently knowledgeable persons who consents to testify on your behalf with respect to each of the matters set forth in Exhibit A attached hereto, and the person(s) so designated shall be required to testify as to each of those matters known or reasonably available to you. Please provide notice of the identity of the witness(es) designated by you to counsel for Rembrandt no later than ten (10) business days prior to the date on which the deposition shall commence.

PLEASE TAKE FURTHER NOTICE that, pursuant to Rule 30(b)(2) and Rule 34 of the Federal Rules of Civil Procedure, you are required to produce the documents listed in Exhibit B at or before the noticed deposition herein. You are further required to produce prior to the deposition any and all information or material previously requested in discovery, but not yet produced.

Rembrandt reserves the right to amend or supplement this notice and these exhibits as more information becomes available to Rembrandt during the course of discovery.

Dated: August 1, 2008

Respectfully Submitted,

KELLOGG, HUBER, HANSEN, TODD, EVANS & FIGEL, P.L.L.C.

By: /s/ Rebecca A. Beynon

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Attorneys for Rembrandt

EXHIBIT A

DEFINITIONS

The following definitions apply to this Notice of Deposition and are deemed to be incorporated into each subject listed below:

1. The phrase “relating to” means discussing, describing, referring to, pertaining to, containing, analyzing, studying, reporting on, commenting on, evidencing, constituting, setting forth, considering, recommending, concerning, or pertaining to, in whole or in part.

2. The term “document” or “documents” is used in the broadest sense permitted by the Federal Rules of Civil Procedure and means the original (or any copy when originals are not available) and any drafts or non-identical copies thereof, whether different from the original because of interlineation, receipt stamp, notation of copy sent or received or otherwise, of any book, pamphlet, periodical, letter, report, note, memorandum, record, minutes, calendar or diary entry, transcript, study, compilation, patent, patent application, analysis, tabulation, map, diagram, drawing, plan, picture, summary, working paper, chart, paper, graph index, data sheet, data processing card, computer printout, summary of a computer printout, tape, contract, agreement, lease, ledger, journal, balance sheet, account, invoice, purchase order, receipt, billing record, financial data, financial statement, file, diary, film, trip tickets, telex, teletype or other messages, telegram, expense vouchers, instructions, bulletins or any other writing or recording of information, however produced, recorded, maintained or reproduced, including any electronic or mechanical recording of any oral material, within the possession, custody or control of defendant or any of its officers, directors, employees, attorneys, or other agents and/or representatives.

3. The term “including” shall mean including but not limited to.

4. The term “person” means natural person, corporation, firm, company, sole proprietorship, partnership, joint venture, association, institute, or other business, legal or governmental entity or association, including any directors, officers, employees, agents or representatives thereof.

5. The term “communication” (or any variant thereof) means any contact between or among two or more Persons and shall include, without limitation, written contact by means such as letters, memoranda, telegrams, telecopies, telexes, e-mail, or any other document; the transmittal of information by any means; any oral contact such as face-to-face meetings or telephone conversations; and any writings memorializing such oral contact.

6. “Thing” means any tangible object other than a Document including, without limitation, objects of every kind and nature, as well as prototypes, models, drafts, or specimens thereof.

7. As used herein, “the Defendant(s)” means the following entities and their subsidiaries, affiliates, divisions, successors or assignees, and their respective officers, directors, employees, and agents: Time Warner Cable, Inc., Time Warner Cable LLC, Time Warner New York Cable LLC, Time Warner Entertainment Company, LP, Time Warner Entertainment–Advance/Newhouse Partnership, Comcast Corporation, Comcast Cable Communications, LLC, Charter Communications, Inc., Charter Communications Operating, LLC, Coxcom, Inc., Cox Communications, Inc., Cox Enterprises, Inc., CSC Holdings, Inc., Cablevision Systems Corporation, Adelphia Communications Corporation, Century-TCI California, LP, Century-TCI California Communications, LP, Century-TCI Holdings, LLC, Parnassos, LP, Parnassos Communications, LP, Adelphia Consolidation, LLC, Parnassos Holdings, LLC, Western NY Cablevision, LP, Motorola, Inc., Cisco Systems, Inc., Scientific-Atlanta, Inc., ARRIS Group,

Inc., Thomson, Inc., Ambit Microsystems, Inc., and NETGEAR, Inc. In the case of Comcast Corporation, this definition includes, without limitation, Sedna.

8. As used herein, “NETGEAR,” “you,” or “your” means NETGEAR, Inc. and its agents, subsidiaries, related entities, affiliated companies, predecessors, successors, assigns, officers, directors, partners, employees, representatives (in their individual or representative capacities), affiliates of any kind or nature, or any person or entity acting on their behalf.

9. As used herein, “Rembrandt” shall mean Rembrandt Technologies, LP including without limitation all of its corporate locations, and all predecessors, and affiliates, and all past or present directors, officers, agents, representatives, employees, consultants, and attorneys.

10. The terms “and” and “or” shall be construed disjunctively or conjunctively as necessary to bring within the scope of these requests all documents which might otherwise be construed to be outside their scope.

11. The term “all” shall mean any and all, and the term “any” shall mean any and all, unless the context clearly requires otherwise.

12. References to the singular shall include the plural, and references to the plural shall include the singular as may be appropriate or construe the individual topics for examination in the broadest form.

13. The masculine form of a noun or pronoun shall be considered to include within its meaning the feminine form of the noun or pronoun, and vice versa as may be appropriate to make the individual topics for examination inclusive rather than exclusive.

14. Any reference to any individual person, either singularly or as a part of a defined group, includes that individual person’s employees, agents, successors, assignees, heirs, and representatives.

15. The term “Patents-in-Suit” shall mean United States patents numbers: 6,131,159; 5,710,761; 5,778,234; 6,950,444; 5,008,903; 4,937,819; 5,719,858; and 5,852,631.

16. As used herein, the term “CableLabs” shall mean Cable Television Laboratories, Inc. and its agents, subsidiaries, related entities, affiliated companies, predecessors, successors, assigns, officers, directors, partners, employees, representatives (in their individual or representative capacities), affiliates of any kind or nature, or any person or entity acting on their behalf.

17. The term “cable industry” shall mean entities, including but not limited to the MSO Defendants, that provide “cable services” within the meaning of 47 U.S.C. § 522(6) or that provide to such entities information, products, or services related to the provision of cable services within the meaning of 47 U.S.C. § 522(6).

18. The term “Accused Products and Services” shall include all of Defendants’ services or products that involve in any way a cable modem or the use of a cable modem, including but not limited to providing high speed cable internet services and VoIP services.

19. The term “DOCSIS” shall refer to the commonly known industry specifications referred to as DOCSIS 1.0, DOCSIS 1.1, DOCSIS 2.0, and DOCSIS 3.0.

20. “DOCSIS-Compliant Devices” include cable modems or cable modem termination systems that comply with any of the DOCSIS 1.0, 1.1, 2.0, or 3.0 specifications, manufactured, sold, leased, offered for sale or used by the Defendants.

21. As used herein, “Rembrandt multi-district litigation” means the litigation styled *In re Rembrandt Technologies, LP Patent Litig.*, MDL Docket No. 07-md-1848 (D. Del.), and the cases of which the multi-district litigation is comprised, including: *Rembrandt Technologies, LP v. Cablevision Systems Corp. et al.*, Civil Action No. 1:06-635 (D. Del.); *Coxcom, Inc. v.*

Rembrandt Technologies, LP, C.A. No. 1:06-721 (D. Del.); *Rembrandt Technologies, LP v. CBS Corp.*, C.A. No. 1:06-727 (D. Del.); *Rembrandt Technologies, LP v. NBC Universal, Inc.*, C.A. No. 1:06-730 (D. Del.); *Rembrandt Technologies, LP v. ABC, Inc.*, C.A. No. 1:06-730 (D. Del.); *Rembrandt Technologies, LP v. Fox Entertainment Group, Inc., et al.*, C.A. No. 1:06-731 (D. Del.); *Rembrandt Technologies, LP v. Adelphia Communications Corp., et al.*, Bky. Advy. No. 1:06-1739 (Bankr. SDNY); *Rembrandt Technologies, LP v. Adelphia Communications Corp.*, C.A. No. 1:07-214 (SDNY); *Rembrandt Technologies, LP v. Comcast Corp., et al.*, C.A. No. 2:05-443 (E.D. Tex.); *Rembrandt Technologies, LP v. Sharp Corp., et al.*, C.A. No. 2:06-47 (E.D. Tex.); *Rembrandt Technologies, LP v. Charter Communications, Inc. et al.*, C.A. No. 2:06-223 (E.D. Tex.); *Rembrandt Technologies, LP v. Time Warner Cable, Inc.*, C.A. No. 2:06-224 (E.D. Tex.); *Rembrandt Technologies, LP v. Time Warner Cable, Inc.*, C.A. No. 2:06-369 (E.D. Tex.); *Rembrandt Technologies, LP v. Comcast Corp., et al.*, C.A. No. 2:06-506 (E.D. Tex.); *Rembrandt Technologies, LP v. Charter Communications, Inc., et al.*, C.A. No. 2:06-507 (E.D. Tex.).

22. “Related Action” means each case of which the multi-district litigation is comprised (see ¶ 15 above), as well as *Rembrandt Technologies, LP v. Harris Corp.*, C.A. No. 07C-09-059-JRS (Del. Super. Ct.) and *Motorola, Inc., et al. v. Rembrandt Technologies, LP*, C.A. No. 07-752 (D. Del.).

TOPICS FOR EXAMINATION

1. When and how NETGEAR first became aware of each of the Patents-in-Suit.
2. Who within NETGEAR first became aware of each of the Patents-in-Suit.

3. What investigation, if any, NETGEAR conducted after becoming aware of any of the Patents-in-Suit to determine whether said patent(s) was valid, infringed, enforceable, or licensed.

4. Any analysis, opinion, or inquiry regarding potential infringement of the claims in each of the Patents-in-Suit, including, but not limited to any pre-litigation and post-commencement-of-litigation investigations performed by or on behalf of you, your partners, your licensors, your customers, your resellers, and/or your affiliates, related to the potential infringement by any products or systems made, used, offered for sale, and/or sold by you, your partners, your licensors, your customers, you resellers, and/or your affiliates.

5. Efforts by NETGEAR to design any products around the Patents-in-Suit.

6. NETGEAR's policies and/or customs, whether in writing or oral, on investigating or refraining from investigating whether NETGEAR's products and/or services, whether existing or newly introduced, infringe patents owned by third parties.

7. NETGEAR's communications, whether internal or external, regarding whether to investigate if the Accused Products and Services infringed any patents owned by a third party.

8. NETGEAR's communications, whether internal or external, regarding each of the Patents-in-Suit after NETGEAR became aware of them.

9. NETGEAR's investigations into whether NETGEAR's products and/or services, whether existing or newly introduced, infringe patents owned by third parties.

10. The role of Sedna Services LLC in investigating whether NETGEAR's products and/or services, whether existing or newly introduced, infringe patents owned by third parties.

11. NETGEAR's understanding of the custom or practice in its industry to investigate whether products and/or services, whether existing or newly introduced, infringe patents owned by third parties.

EXHIBIT B

1. All documents and things considered, reviewed, or prepared by NETGEAR in the course of preparing for the 30(b)(6) deposition on the subjects listed above in Exhibit A.

CERTIFICATE OF SERVICE

I, Rebecca A. Beynon, hereby certify that on the first day of August, 2008, a true copy of the foregoing **Notice of Videotaped Oral Deposition to NETGEAR Pursuant to Rule 30(b)(6)** to be served upon the following in the manner indicated:

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By: /s/ Rebecca A. Beynon
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rbeynon@khhte.com

EXHIBIT K

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

In re: REMBRANDT TECHNOLOGIES, LP
PATENT LITIGATION

)
)
) **MDL Docket No. 07-md-1848 (GMS)**
)
) **JURY TRIAL DEMANDED**
)
)

**PLAINTIFF'S PARTIAL NOTICE OF VIDEOTAPED
ORAL DEPOSITION TO DEFENDANTS PURSUANT TO RULE 30(B)(6)**

PLEASE TAKE NOTICE that Plaintiff Rembrandt Technologies, LP ("Plaintiff" or "Rembrandt") will take the deposition of Scientific-Atlanta, Inc. ("you" or "Scientific-Atlanta") beginning at 9:00 a.m., in the offices of KELLOGG, HUBER, HANSEN, TODD, EVANS & FIGEL, P.L.L.C., 1615 M Street, N.W., Suite 400, Washington, D.C. 20036 on August 18, 2008, or at such time and place agreed to by counsel for the parties. The deposition will be taken pursuant to Rule 30(b)(6) of the Federal Rules of Civil Procedure and Rule 30 of the Court's Local Rules before an officer and reporter authorized to administer oaths. The deposition will be videotaped and recorded by stenographic means.

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Rembrandt reserves the right to amend or supplement this notice and these exhibits as more information becomes available to Rembrandt during the course of discovery.

Dated: August 1, 2008

Respectfully Submitted,

KELLOGG, HUBER, HANSEN, TODD, EVANS & FIGEL, P.L.L.C.

By: /s/ Rebecca A. Beynon

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Attorneys for Rembrandt

EXHIBIT A

DEFINITIONS

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2. The term “document” or “documents” is used in the broadest sense permitted by the Federal Rules of Civil Procedure and means the original (or any copy when originals are not available) and any drafts or non-identical copies thereof, whether different from the original because of interlineation, receipt stamp, notation of copy sent or received or otherwise, of any book, pamphlet, periodical, letter, report, note, memorandum, record, minutes, calendar or diary entry, transcript, study, compilation, patent, patent application, analysis, tabulation, map, diagram, drawing, plan, picture, summary, working paper, chart, paper, graph index, data sheet, data processing card, computer printout, summary of a computer printout, tape, contract, agreement, lease, ledger, journal, balance sheet, account, invoice, purchase order, receipt, billing record, financial data, financial statement, file, diary, film, trip tickets, telex, teletype or other messages, telegram, expense vouchers, instructions, bulletins or any other writing or recording of information, however produced, recorded, maintained or reproduced, including any electronic or mechanical recording of any oral material, within the possession, custody or control of defendant or any of its officers, directors, employees, attorneys, or other agents and/or representatives.

3. The term “including” shall mean including but not limited to.

4. The term “person” means natural person, corporation, firm, company, sole proprietorship, partnership, joint venture, association, institute, or other business, legal or governmental entity or association, including any directors, officers, employees, agents or representatives thereof.

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Inc., Thomson, Inc., Ambit Microsystems, Inc., and NETGEAR, Inc. In the case of Comcast Corporation, this definition includes, without limitation, Sedna.

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20. "DOCSIS-Compliant Devices" include cable modems or cable modem termination systems that comply with any of the DOCSIS 1.0, 1.1, 2.0, or 3.0 specifications, manufactured, sold, leased, offered for sale or used by the Defendants.

21. As used herein, “Rembrandt multi-district litigation” means the litigation styled *In re Rembrandt Technologies, LP Patent Litig.*, MDL Docket No. 07-md-1848 (D. Del.), and the cases of which the multi-district litigation is comprised, including: *Rembrandt Technologies, LP v. Cablevision Systems Corp. et al.*, Civil Action No. 1:06-635 (D. Del.); *Coxcom, Inc. v. Rembrandt Technologies, LP*, C.A. No. 1:06-721 (D. Del.); *Rembrandt Technologies, LP v. CBS Corp.*, C.A. No. 1:06-727 (D. Del.); *Rembrandt Technologies, LP v. NBC Universal, Inc.*, C.A. No. 1:06-730 (D. Del.); *Rembrandt Technologies, LP v. ABC, Inc.*, C.A. No. 1:06-730 (D. Del.); *Rembrandt Technologies, LP v. Fox Entertainment Group, Inc., et al.*, C.A. No. 1:06-731 (D. Del.); *Rembrandt Technologies, LP v. Adelphia Communications Corp., et al.*, Bky. Advy. No. 1:06-1739 (Bankr. SDNY); *Rembrandt Technologies, LP v. Adelphia Communications Corp.*, C.A. No. 1:07-214 (SDNY); *Rembrandt Technologies, LP v. Comcast Corp., et al.*, C.A. No. 2:05-443 (E.D. Tex.); *Rembrandt Technologies, LP v. Sharp Corp., et al.*, C.A. No. 2:06-47 (E.D. Tex.); *Rembrandt Technologies, LP v. Charter Communications, Inc. et al.*, C.A. No. 2:06-223 (E.D. Tex.); *Rembrandt Technologies, LP v. Time Warner Cable, Inc.*, C.A. No. 2:06-224 (E.D. Tex.); *Rembrandt Technologies, LP v. Time Warner Cable, Inc.*, C.A. No. 2:06-369 (E.D. Tex.); *Rembrandt Technologies, LP v. Comcast Corp., et al.*, C.A. No. 2:06-506 (E.D. Tex.); *Rembrandt Technologies, LP v. Charter Communications, Inc., et al.*, C.A. No. 2:06-507 (E.D. Tex.).

22. “Related Action” means each case of which the multi-district litigation is comprised (see ¶ 15 above), as well as *Rembrandt Technologies, LP v. Harris Corp.*, C.A. No. 07C-09-059-JRS (Del. Super. Ct.) and *Motorola, Inc., et al. v. Rembrandt Technologies, LP*, C.A. No. 07-752 (D. Del.).

TOPICS FOR EXAMINATION

1. When and how Scientific-Atlanta first became aware of each of the Patents-in-Suit.
2. Who within Scientific-Atlanta first became aware of each of the Patents-in-Suit.
3. What investigation, if any, Scientific-Atlanta conducted after becoming aware of any of the Patents-in-Suit to determine whether said patent(s) was valid, infringed, enforceable, or licensed.
4. Any analysis, opinion, or inquiry regarding potential infringement of the claims in each of the Patents-in-Suit, including, but not limited to any pre-litigation and post-commencement-of-litigation investigations performed by or on behalf of you, your partners, your licensors, your customers, your resellers, and/or your affiliates, related to the potential infringement by any products or systems made, used, offered for sale, and/or sold by you, your partners, your licensors, your customers, you resellers, and/or your affiliates.
5. Efforts by Scientific-Atlanta to design any products around the Patents-in-Suit.
6. Scientific-Atlanta's policies and/or customs, whether in writing or oral, on investigating or refraining from investigating whether Scientific-Atlanta's products and/or services, whether existing or newly introduced, infringe patents owned by third parties.
7. Scientific-Atlanta's communications, whether internal or external, regarding whether to investigate if the Accused Products and Services infringed any patents owned by a third party.
8. Scientific-Atlanta's communications, whether internal or external, regarding each of the Patents-in-Suit after Scientific-Atlanta became aware of them.

9. Scientific-Atlanta's investigations into whether Scientific-Atlanta's products and/or services, whether existing or newly introduced, infringe patents owned by third parties.

10. The role of Sedna Services LLC in investigating whether Scientific-Atlanta's products and/or services, whether existing or newly introduced, infringe patents owned by third parties.

11. Scientific-Atlanta's understanding of the custom or practice in its industry to investigate whether products and/or services, whether existing or newly introduced, infringe patents owned by third parties.

EXHIBIT B

1. All documents and things considered, reviewed, or prepared by Scientific-Atlanta in the course of preparing for the 30(b)(6) deposition on the subjects listed above in Exhibit A.

CERTIFICATE OF SERVICE

I, Rebecca A. Beynon, hereby certify that on the first day of August, 2008, a true copy of the foregoing **Notice of Videotaped Oral Deposition to Scientific-Atlanta Pursuant to Rule 30(b)(6)** to be served upon the following in the manner indicated:

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By: /s/ Rebecca A. Beynon
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EXHIBIT L

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

In re: REMBRANDT TECHNOLOGIES, LP
PATENT LITIGATION

)
)
) **MDL Docket No. 07-md-1848 (GMS)**
)
) **JURY TRIAL DEMANDED**
)
)

**PLAINTIFF’S PARTIAL NOTICE OF VIDEOTAPED
ORAL DEPOSITION TO DEFENDANTS PURSUANT TO RULE 30(B)(6)**

PLEASE TAKE NOTICE that Plaintiff Rembrandt Technologies, LP (“Plaintiff” or “Rembrandt”) will take the deposition of Thomson, Inc. (“you” or “Thomson”) beginning at 9:00 a.m., in the offices of KELLOGG, HUBER, HANSEN, TODD, EVANS & FIGEL, P.L.L.C., 1615 M Street, N.W., Suite 400, Washington, D.C. 20036 on August 18, 2008, or at such time and place agreed to by counsel for the parties. The deposition will be taken pursuant to Rule 30(b)(6) of the Federal Rules of Civil Procedure and Rule 30 of the Court’s Local Rules before an officer and reporter authorized to administer oaths. The deposition will be videotaped and recorded by stenographic means.

As required by Rule 30(b)(6) of the Federal Rules of Civil Procedure, you shall designate one or more officers, directors, managing agents, employees, or other sufficiently knowledgeable persons who consents to testify on your behalf with respect to each of the matters set forth in Exhibit A attached hereto, and the person(s) so designated shall be required to testify as to each of those matters known or reasonably available to you. Please provide notice of the identity of the witness(es) designated by you to counsel for Rembrandt no later than ten (10) business days prior to the date on which the deposition shall commence.

PLEASE TAKE FURTHER NOTICE that, pursuant to Rule 30(b)(2) and Rule 34 of the Federal Rules of Civil Procedure, you are required to produce the documents listed in Exhibit B at or before the noticed deposition herein. You are further required to produce prior to the deposition any and all information or material previously requested in discovery, but not yet produced.

Rembrandt reserves the right to amend or supplement this notice and these exhibits as more information becomes available to Rembrandt during the course of discovery.

Dated: August 1, 2008

Respectfully Submitted,

KELLOGG, HUBER, HANSEN, TODD, EVANS & FIGEL, P.L.L.C.

By: /s/ Rebecca A. Beynon

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Attorneys for Rembrandt

EXHIBIT A

DEFINITIONS

The following definitions apply to this Notice of Deposition and are deemed to be incorporated into each subject listed below:

1. The phrase “relating to” means discussing, describing, referring to, pertaining to, containing, analyzing, studying, reporting on, commenting on, evidencing, constituting, setting forth, considering, recommending, concerning, or pertaining to, in whole or in part.

2. The term “document” or “documents” is used in the broadest sense permitted by the Federal Rules of Civil Procedure and means the original (or any copy when originals are not available) and any drafts or non-identical copies thereof, whether different from the original because of interlineation, receipt stamp, notation of copy sent or received or otherwise, of any book, pamphlet, periodical, letter, report, note, memorandum, record, minutes, calendar or diary entry, transcript, study, compilation, patent, patent application, analysis, tabulation, map, diagram, drawing, plan, picture, summary, working paper, chart, paper, graph index, data sheet, data processing card, computer printout, summary of a computer printout, tape, contract, agreement, lease, ledger, journal, balance sheet, account, invoice, purchase order, receipt, billing record, financial data, financial statement, file, diary, film, trip tickets, telex, teletype or other messages, telegram, expense vouchers, instructions, bulletins or any other writing or recording of information, however produced, recorded, maintained or reproduced, including any electronic or mechanical recording of any oral material, within the possession, custody or control of defendant or any of its officers, directors, employees, attorneys, or other agents and/or representatives.

3. The term “including” shall mean including but not limited to.

4. The term “person” means natural person, corporation, firm, company, sole proprietorship, partnership, joint venture, association, institute, or other business, legal or governmental entity or association, including any directors, officers, employees, agents or representatives thereof.

5. The term “communication” (or any variant thereof) means any contact between or among two or more Persons and shall include, without limitation, written contact by means such as letters, memoranda, telegrams, telecopies, telexes, e-mail, or any other document; the transmittal of information by any means; any oral contact such as face-to-face meetings or telephone conversations; and any writings memorializing such oral contact.

6. “Thing” means any tangible object other than a Document including, without limitation, objects of every kind and nature, as well as prototypes, models, drafts, or specimens thereof.

7. As used herein, “the Defendant(s)” means the following entities and their subsidiaries, affiliates, divisions, successors or assignees, and their respective officers, directors, employees, and agents: Time Warner Cable, Inc., Time Warner Cable LLC, Time Warner New York Cable LLC, Time Warner Entertainment Company, LP, Time Warner Entertainment–Advance/Newhouse Partnership, Comcast Corporation, Comcast Cable Communications, LLC, Charter Communications, Inc., Charter Communications Operating, LLC, Coxcom, Inc., Cox Communications, Inc., Cox Enterprises, Inc., CSC Holdings, Inc., Cablevision Systems Corporation, Adelphia Communications Corporation, Century-TCI California, LP, Century-TCI California Communications, LP, Century-TCI Holdings, LLC, Parnassos, LP, Parnassos Communications, LP, Adelphia Consolidation, LLC, Parnassos Holdings, LLC, Western NY Cablevision, LP, Motorola, Inc., Cisco Systems, Inc., Scientific-Atlanta, Inc., ARRIS Group,

Inc., Thomson, Inc., Ambit Microsystems, Inc., and NETGEAR, Inc. In the case of Comcast Corporation, this definition includes, without limitation, Sedna.

8. As used herein, “Thomson,” “you,” or “your” means Thomson, Inc. and its agents, subsidiaries, related entities, affiliated companies, predecessors, successors, assigns, officers, directors, partners, employees, representatives (in their individual or representative capacities), affiliates of any kind or nature, or any person or entity acting on their behalf.

9. As used herein, “Rembrandt” shall mean Rembrandt Technologies, LP including without limitation all of its corporate locations, and all predecessors, and affiliates, and all past or present directors, officers, agents, representatives, employees, consultants, and attorneys.

10. The terms “and” and “or” shall be construed disjunctively or conjunctively as necessary to bring within the scope of these requests all documents which might otherwise be construed to be outside their scope.

11. The term “all” shall mean any and all, and the term “any” shall mean any and all, unless the context clearly requires otherwise.

12. References to the singular shall include the plural, and references to the plural shall include the singular as may be appropriate or construe the individual topics for examination in the broadest form.

13. The masculine form of a noun or pronoun shall be considered to include within its meaning the feminine form of the noun or pronoun, and vice versa as may be appropriate to make the individual topics for examination inclusive rather than exclusive.

14. Any reference to any individual person, either singularly or as a part of a defined group, includes that individual person’s employees, agents, successors, assignees, heirs, and representatives.

15. The term “Patents-in-Suit” shall mean United States patents numbers: 6,131,159; 5,710,761; 5,778,234; 6,950,444; 5,008,903; 4,937,819; 5,719,858; and 5,852,631.

16. As used herein, the term “CableLabs” shall mean Cable Television Laboratories, Inc. and its agents, subsidiaries, related entities, affiliated companies, predecessors, successors, assigns, officers, directors, partners, employees, representatives (in their individual or representative capacities), affiliates of any kind or nature, or any person or entity acting on their behalf.

17. The term “cable industry” shall mean entities, including but not limited to the MSO Defendants, that provide “cable services” within the meaning of 47 U.S.C. § 522(6) or that provide to such entities information, products, or services related to the provision of cable services within the meaning of 47 U.S.C. § 522(6).

18. The term “Accused Products and Services” shall include all of Defendants’ services or products that involve in any way a cable modem or the use of a cable modem, including but not limited to providing high speed cable internet services and VoIP services.

19. The term “DOCSIS” shall refer to the commonly known industry specifications referred to as DOCSIS 1.0, DOCSIS 1.1, DOCSIS 2.0, and DOCSIS 3.0.

20. “DOCSIS-Compliant Devices” include cable modems or cable modem termination systems that comply with any of the DOCSIS 1.0, 1.1, 2.0, or 3.0 specifications, manufactured, sold, leased, offered for sale or used by the Defendants.

21. As used herein, “Rembrandt multi-district litigation” means the litigation styled *In re Rembrandt Technologies, LP Patent Litig.*, MDL Docket No. 07-md-1848 (D. Del.), and the cases of which the multi-district litigation is comprised, including: *Rembrandt Technologies, LP v. Cablevision Systems Corp. et al.*, Civil Action No. 1:06-635 (D. Del.); *Coxcom, Inc. v.*

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22. “Related Action” means each case of which the multi-district litigation is comprised (see ¶ 15 above), as well as *Rembrandt Technologies, LP v. Harris Corp.*, C.A. No. 07C-09-059-JRS (Del. Super. Ct.) and *Motorola, Inc., et al. v. Rembrandt Technologies, LP*, C.A. No. 07-752 (D. Del.).

TOPICS FOR EXAMINATION

1. When and how Thomson first became aware of each of the Patents-in-Suit.
2. Who within Thomson first became aware of each of the Patents-in-Suit.

3. What investigation, if any, Thomson conducted after becoming aware of any of the Patents-in-Suit to determine whether said patent(s) was valid, infringed, enforceable, or licensed.

4. Any analysis, opinion, or inquiry regarding potential infringement of the claims in each of the Patents-in-Suit, including, but not limited to any pre-litigation and post-commencement-of-litigation investigations performed by or on behalf of you, your partners, your licensors, your customers, your resellers, and/or your affiliates, related to the potential infringement by any products or systems made, used, offered for sale, and/or sold by you, your partners, your licensors, your customers, you resellers, and/or your affiliates.

5. Efforts by Thomson to design any products around the Patents-in-Suit.

6. Thomson's policies and/or customs, whether in writing or oral, on investigating or refraining from investigating whether Thomson's products and/or services, whether existing or newly introduced, infringe patents owned by third parties.

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11. Thomson's understanding of the custom or practice in its industry to investigate whether products and/or services, whether existing or newly introduced, infringe patents owned by third parties.

EXHIBIT B

1. All documents and things considered, reviewed, or prepared by Thomson in the course of preparing for the 30(b)(6) deposition on the subjects listed above in Exhibit A.

CERTIFICATE OF SERVICE

I, Rebecca A. Beynon, hereby certify that on the first day of August, 2008, a true copy of the foregoing **Notice of Videotaped Oral Deposition to Thomson Pursuant to Rule 30(b)(6)** to be served upon the following in the manner indicated:

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EXHIBIT M

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

In re: REMBRANDT TECHNOLOGIES, LP
PATENT LITIGATION

)
)
) **MDL Docket No. 07-md-1848 (GMS)**
)
) **JURY TRIAL DEMANDED**
)
)

**PLAINTIFF'S PARTIAL NOTICE OF VIDEOTAPED
ORAL DEPOSITION TO DEFENDANTS PURSUANT TO RULE 30(B)(6)**

PLEASE TAKE NOTICE that Plaintiff Rembrandt Technologies, LP ("Plaintiff" or "Rembrandt") will take the deposition of Time Warner Cable, Inc., Time Warner Cable LLC, Time Warner New York Cable LLC, Time Warner Entertainment Company, LP, and Time Warner Entertainment-Advance/Newhouse Partnership (collectively, "you" or "Time Warner Cable") beginning at 9:00 a.m., in the offices of KELLOGG, HUBER, HANSEN, TODD, EVANS & FIGEL, P.L.L.C., 1615 M Street, N.W., Suite 400, Washington, D.C. 20036 on August 18, 2008, or at such time and place agreed to by counsel for the parties. The deposition will be taken pursuant to Rule 30(b)(6) of the Federal Rules of Civil Procedure and Rule 30 of the Court's Local Rules before an officer and reporter authorized to administer oaths. The deposition will be videotaped and recorded by stenographic means.

As required by Rule 30(b)(6) of the Federal Rules of Civil Procedure, you shall designate one or more officers, directors, managing agents, employees, or other sufficiently knowledgeable persons who consents to testify on your behalf with respect to each of the matters set forth in Exhibit A attached hereto, and the person(s) so designated shall be required to testify as to each of those matters known or reasonably available to you. Please provide notice of the identity of

the witness(es) designated by you to counsel for Rembrandt no later than ten (10) business days prior to the date on which the deposition shall commence.

PLEASE TAKE FURTHER NOTICE that, pursuant to Rule 30(b)(2) and Rule 34 of the Federal Rules of Civil Procedure, you are required to produce the documents listed in Exhibit B at or before the noticed deposition herein. You are further required to produce prior to the deposition any and all information or material previously requested in discovery, but not yet produced.

Rembrandt reserves the right to amend or supplement this notice and these exhibits as more information becomes available to Rembrandt during the course of discovery.

Dated: August 1, 2008

Respectfully Submitted,

KELLOGG, HUBER, HANSEN, TODD, EVANS & FIGEL, P.L.L.C.

By: /s/ Rebecca A. Beynon

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EXHIBIT A

DEFINITIONS

The following definitions apply to this Notice of Deposition and are deemed to be incorporated into each subject listed below:

1. The phrase “relating to” means discussing, describing, referring to, pertaining to, containing, analyzing, studying, reporting on, commenting on, evidencing, constituting, setting forth, considering, recommending, concerning, or pertaining to, in whole or in part.

2. The term “document” or “documents” is used in the broadest sense permitted by the Federal Rules of Civil Procedure and means the original (or any copy when originals are not available) and any drafts or non-identical copies thereof, whether different from the original because of interlineation, receipt stamp, notation of copy sent or received or otherwise, of any book, pamphlet, periodical, letter, report, note, memorandum, record, minutes, calendar or diary entry, transcript, study, compilation, patent, patent application, analysis, tabulation, map, diagram, drawing, plan, picture, summary, working paper, chart, paper, graph index, data sheet, data processing card, computer printout, summary of a computer printout, tape, contract, agreement, lease, ledger, journal, balance sheet, account, invoice, purchase order, receipt, billing record, financial data, financial statement, file, diary, film, trip tickets, telex, teletype or other messages, telegram, expense vouchers, instructions, bulletins or any other writing or recording of information, however produced, recorded, maintained or reproduced, including any electronic or mechanical recording of any oral material, within the possession, custody or control of defendant or any of its officers, directors, employees, attorneys, or other agents and/or representatives.

3. The term “including” shall mean including but not limited to.

4. The term “person” means natural person, corporation, firm, company, sole proprietorship, partnership, joint venture, association, institute, or other business, legal or governmental entity or association, including any directors, officers, employees, agents or representatives thereof.

5. The term “communication” (or any variant thereof) means any contact between or among two or more Persons and shall include, without limitation, written contact by means such as letters, memoranda, telegrams, telecopies, telexes, e-mail, or any other document; the transmittal of information by any means; any oral contact such as face-to-face meetings or telephone conversations; and any writings memorializing such oral contact.

6. “Thing” means any tangible object other than a Document including, without limitation, objects of every kind and nature, as well as prototypes, models, drafts, or specimens thereof.

7. As used herein, “the Defendant(s)” means the following entities and their subsidiaries, affiliates, divisions, successors or assignees, and their respective officers, directors, employees, and agents: Time Warner Cable, Inc., Time Warner Cable LLC, Time Warner New York Cable LLC, Time Warner Entertainment Company, LP, Time Warner Entertainment–Advance/Newhouse Partnership, Comcast Corporation, Comcast Cable Communications, LLC, Charter Communications, Inc., Charter Communications Operating, LLC, Coxcom, Inc., Cox Communications, Inc., Cox Enterprises, Inc., CSC Holdings, Inc., Cablevision Systems Corporation, Adelphia Communications Corporation, Century-TCI California, LP, Century-TCI California Communications, LP, Century-TCI Holdings, LLC, Parnassos, LP, Parnassos Communications, LP, Adelphia Consolidation, LLC, Parnassos Holdings, LLC, Western NY Cablevision, LP, Motorola, Inc., Cisco Systems, Inc., Scientific-Atlanta, Inc., ARRIS Group,

Inc., Thomson, Inc., Ambit Microsystems, Inc., and NETGEAR, Inc. In the case of Comcast Corporation, this definition includes, without limitation, Sedna.

8. As used herein, “Time Warner Cable,” “you,” or “your” means Time Warner Cable, Inc., Time Warner Cable LLC, Time Warner New York Cable LLC, Time Warner Entertainment Company, LP, and Time Warner Entertainment-Advance/Newhouse Partnership and their agents, subsidiaries, related entities, affiliated companies, predecessors, successors, assigns, officers, directors, partners, employees, representatives (in their individual or representative capacities), affiliates of any kind or nature, or any person or entity acting on their behalf.

9. As used herein, “Rembrandt” shall mean Rembrandt Technologies, LP including without limitation all of its corporate locations, and all predecessors, and affiliates, and all past or present directors, officers, agents, representatives, employees, consultants, and attorneys.

10. The terms “and” and “or” shall be construed disjunctively or conjunctively as necessary to bring within the scope of these requests all documents which might otherwise be construed to be outside their scope.

11. The term “all” shall mean any and all, and the term “any” shall mean any and all, unless the context clearly requires otherwise.

12. References to the singular shall include the plural, and references to the plural shall include the singular as may be appropriate or construe the individual topics for examination in the broadest form.

13. The masculine form of a noun or pronoun shall be considered to include within its meaning the feminine form of the noun or pronoun, and vice versa as may be appropriate to make the individual topics for examination inclusive rather than exclusive.

14. Any reference to any individual person, either singularly or as a part of a defined group, includes that individual person's employees, agents, successors, assignees, heirs, and representatives.

15. The term "Patents-in-Suit" shall mean United States patents numbers: 6,131,159; 5,710,761; 5,778,234; 6,950,444; 5,008,903; 4,937,819; 5,719,858; and 5,852,631.

16. As used herein, the term "CableLabs" shall mean Cable Television Laboratories, Inc. and its agents, subsidiaries, related entities, affiliated companies, predecessors, successors, assigns, officers, directors, partners, employees, representatives (in their individual or representative capacities), affiliates of any kind or nature, or any person or entity acting on their behalf.

17. The term "cable industry" shall mean entities, including but not limited to the MSO Defendants, that provide "cable services" within the meaning of 47 U.S.C. § 522(6) or that provide to such entities information, products, or services related to the provision of cable services within the meaning of 47 U.S.C. § 522(6).

18. The term "Accused Products and Services" shall include all of Defendants' services or products that involve in any way a cable modem or the use of a cable modem, including but not limited to providing high speed cable internet services and VoIP services.

19. The term "DOCSIS" shall refer to the commonly known industry specifications referred to as DOCSIS 1.0, DOCSIS 1.1, DOCSIS 2.0, and DOCSIS 3.0.

20. "DOCSIS-Compliant Devices" include cable modems or cable modem termination systems that comply with any of the DOCSIS 1.0, 1.1, 2.0, or 3.0 specifications, manufactured, sold, leased, offered for sale or used by the Defendants.

21. As used herein, “Rembrandt multi-district litigation” means the litigation styled *In re Rembrandt Technologies, LP Patent Litig.*, MDL Docket No. 07-md-1848 (D. Del.), and the cases of which the multi-district litigation is comprised, including: *Rembrandt Technologies, LP v. Cablevision Systems Corp. et al.*, Civil Action No. 1:06-635 (D. Del.); *Coxcom, Inc. v. Rembrandt Technologies, LP*, C.A. No. 1:06-721 (D. Del.); *Rembrandt Technologies, LP v. CBS Corp.*, C.A. No. 1:06-727 (D. Del.); *Rembrandt Technologies, LP v. NBC Universal, Inc.*, C.A. No. 1:06-730 (D. Del.); *Rembrandt Technologies, LP v. ABC, Inc.*, C.A. No. 1:06-730 (D. Del.); *Rembrandt Technologies, LP v. Fox Entertainment Group, Inc., et al.*, C.A. No. 1:06-731 (D. Del.); *Rembrandt Technologies, LP v. Adelphia Communications Corp., et al.*, Bky. Advy. No. 1:06-1739 (Bankr. SDNY); *Rembrandt Technologies, LP v. Adelphia Communications Corp.*, C.A. No. 1:07-214 (SDNY); *Rembrandt Technologies, LP v. Comcast Corp., et al.*, C.A. No. 2:05-443 (E.D. Tex.); *Rembrandt Technologies, LP v. Sharp Corp., et al.*, C.A. No. 2:06-47 (E.D. Tex.); *Rembrandt Technologies, LP v. Charter Communications, Inc. et al.*, C.A. No. 2:06-223 (E.D. Tex.); *Rembrandt Technologies, LP v. Time Warner Cable, Inc.*, C.A. No. 2:06-224 (E.D. Tex.); *Rembrandt Technologies, LP v. Time Warner Cable, Inc.*, C.A. No. 2:06-369 (E.D. Tex.); *Rembrandt Technologies, LP v. Comcast Corp., et al.*, C.A. No. 2:06-506 (E.D. Tex.); *Rembrandt Technologies, LP v. Charter Communications, Inc., et al.*, C.A. No. 2:06-507 (E.D. Tex.).

22. “Related Action” means each case of which the multi-district litigation is comprised (see ¶ 15 above), as well as *Rembrandt Technologies, LP v. Harris Corp.*, C.A. No. 07C-09-059-JRS (Del. Super. Ct.) and *Motorola, Inc., et al. v. Rembrandt Technologies, LP*, C.A. No. 07-752 (D. Del.).

TOPICS FOR EXAMINATION

1. When and how Time Warner Cable first became aware of each of the Patents-in-Suit.
2. Who within Time Warner Cable first became aware of each of the Patents-in-Suit.
3. What investigation, if any, Time Warner Cable conducted after becoming aware of any of the Patents-in-Suit to determine whether said patent(s) was valid, infringed, enforceable, or licensed.
4. Any analysis, opinion, or inquiry regarding potential infringement of the claims in each of the Patents-in-Suit, including, but not limited to any pre-litigation and post-commencement-of-litigation investigations performed by or on behalf of you, your partners, your licensors, your customers, your resellers, and/or your affiliates, related to the potential infringement by any products or systems made, used, offered for sale, and/or sold by you, your partners, your licensors, your customers, you resellers, and/or your affiliates.
5. Efforts by Time Warner Cable to design any products around the Patents-in-Suit.
6. Time Warner Cable's policies and/or customs, whether in writing or oral, on investigating or refraining from investigating whether Time Warner Cable's products and/or services, whether existing or newly introduced, infringe patents owned by third parties.
7. Time Warner Cable's communications, whether internal or external, regarding whether to investigate if the Accused Products and Services infringed any patents owned by a third party.
8. Time Warner Cable's communications, whether internal or external, regarding each of the Patents-in-Suit after Time Warner Cable became aware of them.

9. Time Warner Cable's investigations into whether Time Warner Cable's products and/or services, whether existing or newly introduced, infringe patents owned by third parties.

10. The role of Sedna Services LLC in investigating whether Time Warner Cable's products and/or services, whether existing or newly introduced, infringe patents owned by third parties.

11. Time Warner Cable's understanding of the custom or practice in its industry to investigate whether products and/or services, whether existing or newly introduced, infringe patents owned by third parties.

EXHIBIT B

1. All documents and things considered, reviewed, or prepared by Time Warner Cable in the course of preparing for the 30(b)(6) deposition on the subjects listed above in Exhibit A.

CERTIFICATE OF SERVICE

I, Rebecca A. Beynon, hereby certify that on the first day of August, 2008, a true copy of the foregoing **Notice of Videotaped Oral Deposition to Time Warner Cable Pursuant to Rule 30(b)(6)** to be served upon the following in the manner indicated:

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